



भारत का राजपत्र

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सं. 20]

नई दिल्ली, मई 11—मई 17, 2014, शनिवार/वैशाख 21—वैशाख 27, 1936

No. 20]

NEW DELHI, MAY 11—MAY 17, 2014, SATURDAY/VAISAKHA 21—VAISAKHA 27, 1936

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 7 मई, 2014

का.आ. 1422.—केंद्रीय सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए असम राज्य सरकार, राजनीतिक (सतर्कता कक्ष) विभाग दिसपुर की सहमति से दिनांक 6 मई, 2013 की अधिसूचना सं. पीएलए(वी) 151/2012/186 द्वारा यूनीपे2यू के विरुद्ध पुलिस स्टेशन सीआईडी (असम) में भारतीय दण्ड संहिता, 1860 (1860 का अधिनियम सं. 45) की धाराओं 120बी, 406 तथा 420 के अंतर्गत दर्ज मामला सं. 14/2011 और बसिल इन्टरनेशनल लि. के विरुद्ध पुलिस स्टेशन बीआईआरो (असम) में प्राईज चिट एवं मनी सर्कुलेशन स्कीम (बैंकिंग) अधिनियम, 1978 (1978 का अधिनियम सं. 43) की धाराओं 4, 5, एवं 6 के साथ पठित भारतीय दण्ड संहिता 1860 (1860 का अधिनियम 45) की धाराओं 120बी, 406 तथा 420 के अधीन दर्ज मामला सं. 32/2011 से संबंधित अपराधों के

प्रयास, दुस्प्रेरण एवं घट्यांत्रों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों एवं न्यायाधिकार का विस्तार संपूर्ण असम राज्य पर करती है।

[सं. 228/36/2013-एवीडी-II]

राजीव जैन, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 7th May, 2014

S.O. 1422.—In exercise of the powers conferred by sub-section (1) of Section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Assam, Political (Vigilance Cell) Department, Dispur vide Notification No. PLA(V)151/2012/186 dated 6th May, 2013, hereby extends powers and Jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Assam for investigation of Case No. 14/2011 under sections 120-B, 406 and 420 of the Indian Penal

Code, 1860 (Act No. 45 of 1860) registered at Police Station CID (Assam) against Unipay2u and Case No. 32/2011 under sections 120-B, 406 and 420 of the Indian Penal Code, 1860 (Act No. 45 of 1860) read with sections 4,5 and 6 of the Prize Chits and Money Circulation Scheme (Banning) Act, 1978 (Act No. 43 of 1978) registered at Police Station BIEO (Assam) against Basil International Limited and attempts, abetments and conspiracies in relation to the above mentioned offences.

[No. 228/36/2013-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 8 मई, 2014

का.आ. 1423.—केंद्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केरल राज्य सरकार, गृह (एम) विभाग, तिरुवनंतपुरम की सहमति से दिनांक 22 फरवरी, 2012 की अधिसूचना जी ओ (एम एस) सं. 66/2012/गृह (एस.आर.ओ सं. 119/2012) द्वारा भारतीय दण्ड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 468 तथा 469 के अंतर्गत सी आई डी अपराध शाखा (केरल) में श्री टी.जी नंदा कुमार के विरुद्ध अपराध सं. 437/सी.आर/ओ.सी. डब्ल्यू-II/ईकेएम/2010 के तहत उक्त अपराधों के प्रयास, दुस्प्रेरण, घट्यांत्रों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों एवं न्यायाधिकार का विस्तार संपूर्ण केरल राज्य पर करती है।

[सं. 228/13/2014-एवीडी-II]

राजीव जैन, अवर सचिव

New Delhi, the 8th May, 2014

S.O. 1423.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Kerala, Home (M) Department, Thiruvananthapuram vide Notification G.O.(Ms.) No.66/2012/Home (S.R.O. No. 119/2012) dated 22nd February, 2012, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Kerala for investigation of Crime No.437/CR/OCW-II/ EKM/2010 under sections 468 and 469 of the Indian Penal Code, 1860 (Act No. 45 of 1860) registered at CID Crime Branch (Kerala) against Shri T.G. Nanda Kumar and attempts, abetments and conspiracies in relation to the above mentioned offences.

[No. 228/13/2014-AVD-II]

RAJIV JAIN, Under Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 7 मई, 2014

का.आ. 1424.—बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 3 की उप-धारा (2क) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार एतद्वारा भारतीय रिजर्व बैंक के परामर्श से उक्त अधिनियम के अंतर्गत सेंट्रल बैंक ऑफ इंडिया की प्राधिकृत पूँजी को तीन हजार करोड़ रुपये से बढ़ाकर पाँच हजार करोड़ रुपये करती है।

[सं. 11/4/2009-बीओए]

एम. एम. दौला, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 7th May, 2014

S.O. 1424.—In exercise of the powers conferred by sub-section (2A) of section 3 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, the Government of India, hereby increases the authorized capital of Central Bank of India under the Act from Three thousand crores of rupees to Five thousand crores of rupees.

[No.11/4/2009-BOA]

M. M. DAWLA, Under Secy.

विदेश मंत्रालय

(सीपीवी प्रभाग)

नई दिल्ली, 9 मई, 2014

का.आ. 1425.—राजनयिक और कांसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में केंद्र सरकार एतद्वारा श्रीमती अर्चना मजुमदार, सहायक को 9 मई, 2014 भारत के कांसुलावास बिर्मिंघम में सहायक कांसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/2014]

आर. के. पेरिन्डिया, उप सचिव (कोंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 9th May, 2014

S.O. 1425.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Smt. Archana Majumdar, Assistant, in Consulate General of India, Birmingham to perform the duties of Assistant Consular Officer with effect from 9th May, 2014.

[No. T. 4330/01/2014]

R. K. PERINDIA, Dy. Secy. (Consular)

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 31 मार्च, 2014

का.आ. 1426.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं।

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	स्थापित तिथि	भारतीय मानक (कों) जो कि रद्द होने की तिथि	रद्द होने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	आई एस/आई एस ओ 105-ई03 : 2010; वस्त्रादि – रंग के पक्केपन का परीक्षण भाग ई 03 क्लोरीनीकृत जल के प्रति रंग का पक्कापन (तरण ताल-जल)	31 मार्च, 2014	आई एस 4803: 1985: क्लोरीनीकृत जल के प्रति वस्त्रादि सामग्री के रंग के पक्केपन को ज्ञात करने की विधि (तरणताल-जल) (पहला पुनरीक्षण)	31 मार्च, 2014
2.	आई एस/आई एस ओ 105-ई05 : 2010; वस्त्रादि – रंग के पक्केपन का परीक्षण भाग ई 05 धब्बे के प्रति रंग का पक्कापन: अमूल	31 मार्च, 2014	-NA-	-NA-
3.	आई एस 2239 : 2013 पशुधन आहार घटक के रूप में गेहूँ चोकर विशिष्ट (दूसरा पुनरीक्षण)	31 मार्च, 2014	आई एस 2239: 1971: पशुधन आहार घटक के रूप में गेहूँ चोकर विशिष्ट (दूसरा पुनरीक्षण)	31 मार्च, 2014
4.	आई एस 3406(भाग 2) : 2014 काउंटरसिंक एवं काउंटरबोर के आयाम भाग 2 काउंटरबोर (तीसरा पुनरीक्षण)	31 मार्च, 2014	आई एस 3406(भाग 2) : 1986 काउंटरसिंक एवं काउंटरबोर के आयाम भाग 2 काउंटरबोर (दूसरा पुनरीक्षण)	31 मार्च, 2014
5.	आई एस 4081 : 2013 ब्लास्टिंग और संबंधित ड्रिलिंग कार्य – सुरक्षा संहिता (दूसरा पुनरीक्षण)	31 मार्च, 2014	आई एस 4081 : 1986 ब्लास्टिंग और संबंधित ड्रिलिंग कार्य – सुरक्षा संहिता (पहला पुनरीक्षण)	31 मार्च, 2014
6.	आई एस 4811 : 2014 दाल चीनी साबुत – विशिष्ट (दूसरा पुनरीक्षण)	31 मार्च, 2014	आई एस 4811 : 1992 दाल चीनी साबुत – विशिष्ट पुनरीक्षण (पहला पुनरीक्षण)	31 मार्च, 2014
7.	आई एस 5916 : 2013 गर्म बिटुमिनस सामग्री को प्रयुक्त कर निर्माण – सुरक्षा संहिता (पहला पुनरीक्षण)	31 मार्च, 2014	आई एस 5916 : 1970 गर्म बिटुमिनस सामग्री को प्रयुक्त कर निर्माण की सुरक्षा संहिता	31 मार्च, 2014

(1)	(2)	(3)	(4)	(5)
8.	आई एस 6213 (भाग 12): 2013 लुगदी के लिए परीक्षण पद्धति भाग 12 कैल्शियम सामग्री ज्ञात करना (पहला पुनरीक्षण)	31 मार्च, 2014	आई एस 6213 (भाग 12): 1975 लुगदी के लिए परीक्षण पद्धति भाग 12 कैल्शियम सामग्री ज्ञात करना	31 मार्च, 2014
9.	आई एस 6213 (भाग 13): 2013 लुगदी के लिए परीक्षण पद्धति भाग 13 तांबा सामग्री ज्ञात करना (पहला पुनरीक्षण)	31 मार्च, 2014	आई एस 6213 (भाग 13): 1975 लुगदी के लिए परीक्षण पद्धति भाग 13 तांबा सामग्री ज्ञात करना	31 मार्च, 2014
10.	आई एस 6213 (भाग 14): 2013 लुगदी के लिए परीक्षण पद्धति भाग 14 लोहा सामग्री ज्ञात करना (पहला पुनरीक्षण)	31 मार्च, 2014	आई एस 6213 (भाग 14): 1975 लुगदी के लिए परीक्षण पद्धति भाग 14 लोहा सामग्री ज्ञात करना	31 मार्च, 2014
11.	आई एस 6213 (भाग 15): 2013 लुगदी के लिए परीक्षण पद्धति भाग 15 मैंगनीज सामग्री ज्ञात करना (पहला पुनरीक्षण)	31 मार्च, 2014	आई एस 6213 (भाग 15): 1975 लुगदी के लिए परीक्षण पद्धति भाग 15 मैंगनीज सामग्री ज्ञात करना	31 मार्च, 2014
12.	आई एस 13145 : 2014 मिर्च एवं मसाले – नमूने लेने की पद्धतियां (दूसरा पुनरीक्षण)	31 मार्च, 2014	आई एस 13145 : 1993 मिर्च एवं मसाले – नमूने लेने की पद्धतियां (पहला पुनरीक्षण)	31 मार्च, 2014
13.	आई एस 13252 (भाग 21) : 2013 आई ई सी 60950– 21: 2002 सूचना प्रौद्योगिकी उपस्कर – सुरक्षा भाग 21 दूरस्थ पावर प्रभरण	31 मार्च, 2014	-नहीं-	-NA-
14.	आई एस/आई एस ओ 13936-1 : 2004 वस्त्रादि – बुने हुए कपड़ों के सीवन में लगे धागे की स्लिपपेज प्रतिरोधिता ज्ञात करना भाग 1 स्थाई सीवन ओपनिंग विधि	31 मार्च, 2014	-नहीं-	-NA-
15.	आई एस/आई एस ओ 13936-2 : 2004 वस्त्रादि – बुने हुए कपड़ों के सीवन में लगे धागे की स्लिपपेज प्रतिरोधिता ज्ञात करना भाग 3 स्थाई भार विधि	31 मार्च, 2014	-नहीं-	-NA-

(1)	(2)	(3)	(4)	(5)
16.	आई एस/आई एस ओ 13936-3 : 2005 वस्त्रादि - बुने हुए कपड़ों के सीवन में लगे धागे की स्लिपपेज प्रतिरोधिता ज्ञात करना भाग 3 सुई क्लैम्प विधि	31 मार्च, 2014	-नहीं-	-NA-
17.	आई एस 14147 (भाग 7) : 2013 एस ओ/आई ई सी 7811-7 : 2004 पहचान कार्डस - विशिष्टि रिकॉर्डिंग तकनीक भाग 7 चुंबकीय पट्टी - विशिष्टि उच्च चक्रीय, उच्च घनता आई	31 मार्च, 2014	-NA-	-NA-
18.	आई एस 15981 : 2013 एसीटमीप्राइड, तकनीकी - विशिष्टि	31 मार्च, 2014	-NA-	-NA-
19.	आई एस 15985 : 2013 ट्राईसाइक्लाजोल आद्रकरणीय पाउडर (डब्ल्यू पी) - विशिष्टि	31 मार्च, 2014	-NA-	-NA-
20.	आई एस 16095 : 2013 हैजमेट वाहन - विशिष्टि	31 मार्च, 2014	-NA-	-NA-
21.	आई एस 16143 (भाग 1) : 2013 हार्ड कोयला एवं कोक - यांत्रिक नमूने लेना आई एस ओ 13909-1 : 2001 भाग 1 सामान्य परिचय	31 मार्च, 2014	आई एस 436 (भाग 1/खंड 2) : 1976 एवं आई एस 436 (भाग 2) : 1965	31 मार्च, 2014
22.	आई एस 16143 (भाग 2) : 2013 आई एस ओ 13909- 2 : 2001 हार्ड कोयला एवं कोक - यांत्रिक नमूने लेना भाग 2 कोयला - चल धाराओं से नमूने लेना	31 मार्च, 2014	आई एस 436 (भाग 1/खंड 2) : 1976 एवं आई एस 436 (भाग 2) : 1965	31 मार्च, 2014
23.	आई एस 16143 (भाग 3) : 2013 आई एस ओ 13909- 3 : 2001 हार्ड कोयला एवं कोक - यांत्रिक नमूने लेना भाग 3 कोयला - स्टेशनरी लॉट से नमूने लेना	31 मार्च, 2014	आई एस 436 (भाग 1/खंड 2) : 1976 एवं आई एस 436 (भाग 2) : 1965	31 मार्च, 2014
24.	आई एस 16143 (भाग 4) : 2013 आई एस ओ 13909- 4 : 2001 हार्ड कोयला एवं कोक - यांत्रिक नमूने लेना भाग 4 कोयला - परीक्षण नमूनों की तैयारी	31 मार्च, 2014	आई एस 436 (भाग 1/खंड 2) : 1976 एवं आई एस 436 (भाग 2) : 1965	31 मार्च, 2014

(1)	(2)	(3)	(4)	(5)
25.	आई एस 16143 (भाग 5) : 2013 आई एस ओ 13909- 5 : 2001 हार्ड कोयला एवं कोक - यांत्रिक नमूने लेना भाग 5 कोक - चल धाराओं से नमूने लेना	31 मार्च, 2014	आई एस 436 (भाग 1/खंड 2) : 1976 एवं आई एस 436 (भाग 2) : 1965	31 मार्च, 2014
26.	आई एस 16143 (भाग 7) : 2013 आई एस ओ 13909- 7 : 2001 हार्ड कोयला एवं कोक - यांत्रिक नमूने लेना भाग 7 कोक - नमूने लेने, नमूनों की तैयारी तथा परीक्षण की परिशुद्धता ज्ञात करने की पद्धतियां	31 मार्च, 2014	आई एस 436 (भाग 1/खंड 2) : 1976 एवं आई एस 436 (भाग 2) : 1965	31 मार्च, 2014
27.	आई एस 16143 (भाग 8) : 2013 आई एस ओ 13909- 8 : 2001 हार्ड कोयला एवं कोक - यांत्रिक नमूने लेना भाग 8 अधिनिति परीक्षण की पद्धतियां	31 मार्च, 2014	आई एस 436 (भाग 1/खंड 2) : 1976 एवं आई एस 436 (भाग 2) : 1965	31 मार्च, 2014

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरों, मानक भवन, 9, बहादुरशाह जफर मार्ग, नई दिल्ली-110 002 क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis.in> द्वारा इंटरनेट पर खरीदा जा सकता है।

[संदर्भ : पीयूबी/जीएन-1]

कला एम. वारियर, निदेशक (विदेशी भाषा और प्रकाशन)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 31st March, 2014

S.O. 1426.—In pursuance of Clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the second column of Schedule hereto annexed has been established on the date indicated against it in third column. The particulars of the standards, if any, which are given in the fourth column shall also remain in force concurrently till they are cancelled on the date indicated against them in the fifth column.

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	Date of Establishment	No. & Year of the Indian Standards to be cancelled, if any	Date of cancellation
(1)	(2)	(3)	(4)	(5)
1.	IS/ISO 105-E03 : 2010 - Textiles -Tests for colour fastness -Part E03 : Colour Fastness to Chlorinated water (Swimming-pool water)	31 March, 2014	IS 4803 : 1985 Method for determination of colour fastness of textile materials to chlorinated water (swimming bath water) (First Revision)	31 March, 2014

(1)	(2)	(3)	(4)	(5)
2.	IS/ISO 105-E05 : 2010 - Textiles -Tests for colour fastness -Part E05 : Colour Fastness to spotting : acid	31 March, 2014	Nil	NA
3.	IS 2239 : 2013 Wheat Bran As Livestock Feed - Specification (Second Revision)	31 March, 2014	IS 2239 : 1971 Wheat Bran As Livestock Feed - Specification (First Revision)	31 March, 2014
4.	IS 3406 (Part 2) : 2014 Dimensions for countersinks and counterbores Part 2 Counterbores (Third Revision)	31 March, 2014	IS 3406 (Part 2) : 1986 Dimensions for countersinks and counterbores Part 2 Counterbores (Second Revision)	31 March, 2014
5.	IS 4081 : 2013 Blasting and Related Drilling Operations - Code of Safety (Second Revision)	31 March, 2014	IS 4081 : 1986 Safety code for blasting and related drilling operations (First Revision)	31 March, 2014
6.	IS 4811 : 2014 Cinnamon, Whole-Specification (Second Revision)	31 March, 2014	IS 4811 : 1992 Cinnamon, Whole-Specification (First Revision)	31 March, 2014
7.	IS 5916 : 2013 Constructions involving use of Hot Bituminous Materials- Code of Safety (First Revision)	31 March, 2014	IS 5916 : 1970 Safety code for construction involving use of hot bituminous materials	31 March, 2014
8.	IS 6213 (Part 12) : 2013 Methods of test for pulp Part 12 Determination of calcium content (First Revision)	31 March, 2014	IS 6213 (Part 12) : 1975 Methods of test for pulp Part 12 Determination of calcium content	31 March, 2014
9.	IS 6213 (Part 13) : 2013 Methods of test for pulp Part 13 Determination of copper content (First Revision)	31 March, 2014	IS 6213 (Part 13) : 1975 Methods of test for pulp Part 13 Determination of copper content	31 March, 2014
10.	IS 6213 (Part 14) : 2013 Methods of test for pulp Part 14 Determination of Iron content (First Revision)	31 March, 2014	IS 6213 (Part 14) : 1975 Methods of test for pulp Part 14 Determination of Iron content	31 March, 2014

(1)	(2)	(3)	(4)	(5)
11.	IS 6213 (Part 15) : 2013 Methods of test for pulp Part 15 Determination of Manganese content (First Revision)	31 March, 2014	IS 6213 (Part 15) : 1975 Methods of test for pulp Part 15 Determination of Manganese content	31 March, 2014
12.	IS 13145 : 2014 Spices and Condiments - Methods of Sampling (Second Revision)	31 March, 2014	IS 13145 : 1993 Spices and Condiments - Methods of Sampling (First Revision)	31 March, 2014
13.	IS 13252 (Part 21) : 2013 Information Technology Equipment - Safety Part 21 Remote Power Feeding	31 March, 2014	Nil	NA
14.	IS/ISO 13936 (Part 1) : 2004 Textiles - Determination of the slippage resistance of yarns at a seam in woven fabrics Part 1 Fixed seam openind method	31 March, 2014	Nil	NA
15.	IS/ISO 13936 (Part 2) : 2004 Textiles - Determination of the slippage resistance of yarns at a seam in woven fabrics Part 2 Fixed load method	31 March, 2014	Nil	NA
16.	IS/ISO 13936 (Part 3) : 2004 Textiles - Determination of the slippage resistance of yarns at a seam in woven fabrics Part 3 Needle Clamp method	31 March, 2014	Nil	NA
17.	IS 14147 (Part 7) : 2013 Identification Cards - Recording Technique Part 7 Magenetic Stripe- High Coercivity, High Density	31 March, 2014	NA	NA

(1)	(2)	(3)	(4)	(5)
18.	IS 15981 : 2013 Acetamiprid Technical - Specification	31 March, 2014	NA	NA
19.	IS 15985 : 2013 Tricyclazole, Wettable Powders - Specification	31 March, 2014	NA	NA
20.	IS 16095 : 2013 Hazmat Vehicle - Specification	31 March, 2014	NA	NA
21.	IS 16143 (Part 1) : 2014 'Hard coal and coke- Mechanical sampling : Part 1 General introduction'	31 March, 2014	IS 436 (Part I/Sec 2) : 1976 and IS 436 (Part II) : 1965	31 March, 2014
22.	IS 16143 (Part 2) : 2014 'Hard coal and coke- Mechanical sampling : Part 2 Coal - sampling from moving streams'	31 March, 2014	IS 436 (Part I/Sec 2) : 1976 and IS 436 (Part II) : 1965	31 March, 2014
23.	IS 16143 (Part 3) : 2013 'Hard coal and coke- Mechanical sampling : Part 3 Coal - sampling from stationary lots'	31 March, 2014	IS 436 (Part I/Sec 2) : 1976 and IS 436 (Part II) : 1965	31 March, 2014
24.	IS 16143 (Part 4) : 2013 'Hard Coal and coke- Mechanical sampling : Part 4 Coal - Preparation of test samples	31 March, 2014	IS 436 (Part I/Sec 2) : 1976 and IS 436 (Part II) : 1965	31 March, 2014
25.	IS 16143 (Part 5) : 2013 'Hard Coke and coke- Mechanical sampling : Part 5 Coke - Sampling from moving stream'	31 March, 2014	IS 436 (Part I/Sec 2) : 1976 and IS 436 (Part II) : 1965	31 March, 2014
26.	IS 16143 (Part 7) : 2013 'Hard coal and coke- Mechanical sampling : Part 7 Methods for determining the precision of sampling, sample preparation and testing'	31 March, 2014	IS 436 (Part I/Sec 2) : 1976 and IS 436 (Part II) : 1965	31 March, 2014
27.	IS 16143 (Part 8) : 2013 'Hard coal and coke- Mechanical sampling : Part 8 Methods of testing for bias'	31 March, 2014	IS 436 (Part I/Sec 2) : 1976 and IS 436 (Part II) : 1965	31 March, 2014

Copies of these standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Kochi.

[Ref. PUB/GN-1]

KALA M. VARIAR, Director (Foreign Languages & Publication)

नई दिल्ली, 31 मार्च, 2014

का.आ. 1427.—भारतीय मानक व्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं।

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	स्थापित तिथि	भारतीय मानक (कों) जो कि रद्द होने हैं, अगर है, तिथि की संख्या, वर्ष और शीर्षक	रद्द होने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	आई एस/आई एस ओ 105-ई04 : 2008; वस्त्रादि – रंग के पक्केपन का परीक्षण भाग ई 04 पसीने के प्रति रंग का पक्कापन	31 मार्च, 2014	आई एस 971: 1983: पसीन के प्रति वस्त्रादि सामग्री के रंग के पक्केपन को ज्ञात करने की विधि (पहला पुनरीक्षण)	31 मार्च, 2014
2.	आई एस/आई एस ओ 105-ई08 : 1994; वस्त्रादि – रंग के पक्केपन का परीक्षण भाग ई 08 गर्म जल के प्रति रंग का पक्कापन	31 मार्च, 2014	आई एस 4389: 1987: गर्म जल के प्रति वस्त्रादि सामग्री के रंग के पक्केपन को ज्ञात करने की विधि (पहला पुनरीक्षण)	31 मार्च, 2014
3.	आई एस/आई एस ओ 105-ई09 : 2010; वस्त्रादि – रंग के पक्केपन का परीक्षण भाग ई 09 पॉटिंग के प्रति रंग का पक्कापन	31 मार्च, 2014	आई एस 972: 1988: पॉटिंग के प्रति वस्त्रादि सामग्री के रंग के पक्केपन को ज्ञात करने की विधि (पहला पुनरीक्षण)	31 मार्च, 2014
4.	आई एस/आई एस ओ 105-ई10 : 1994; वस्त्रादि – रंग के पक्केपन का परीक्षण भाग ई 10 डिकैटाइंजिंग के प्रति रंग का पक्कापन	31 मार्च, 2014	आई एस 865: 1958: डिकैटाइंजिंग के प्रति वस्त्रादि सामग्री के रंग के पक्केपन को ज्ञात करने की विधि	31 मार्च, 2014
5.	आई एस/आई एस ओ 105-ई12 : 2010; वस्त्रादि – रंग के पक्केपन का परीक्षण भाग ई 12 मिलिंग के प्रति रंग का पक्कापन : क्षारीय मिलिंग	31 मार्च, 2014	आई एस 983: 1983: क्षारीय मिलिंग के प्रति वस्त्रादि सामग्री के रंग के पक्केपन को ज्ञात करने की विधि (पहला पुनरीक्षण)	31 मार्च, 2014

(1)	(2)	(3)	(4)	(5)
6.	आई एस/आई एस ओ 105-E13 : 1994; वस्त्रादि-रंग के पक्केपन का परीक्षण भाग ई 13 अम्लीय फोलिंग के प्रति रंग का पक्कापन : प्रचण्ड	31 मार्च, 2014	आई एस 3425: 1986: अम्लीय फोलिंग के प्रति वस्त्रादि सामग्री के रंग के पक्केपन को ज्ञात करने की विधि (पहला पुनरीक्षण)	31 मार्च, 2014
7.	आई एस/आई एस ओ 105-E16 : 2006; वस्त्रादि-रंग के पक्केपन का परीक्षण भाग ई 16 सोफसाजी के कपड़ों पर पानी के धब्बों के प्रति रंग का पक्कापन	31 फरवरी, 2014	-नहीं-	-NA-
8.	आई एस 1651 : 2013 सीसा अम्ल प्रकार के स्थिर सैल और बैटरियां, (धनात्मक नलिकाकार प्लेट सहित) - विशिष्टि (चौथा पुनरीक्षण)	फरवरी, 2014	आई एस 1651 : 1991 सीसा अम्ल प्रकार के स्थिर सैल और बैटरियां, (धनात्मक नलिकाकार प्लेट सहित) - विशिष्टि तीसरा पुनरीक्षण)	-NA-
9.	आई एस 2669 : 2013 आई एस ओ 12197 : 1996 बुडरफ की सीट कटर-आयाम (दूसरा पुनरीक्षण)	31 मार्च, 2014	आई एस 2669 : 1971 बुडरफ की स्लाट मिलिंग कटर समानांतर शैंक के साथ विशिष्टि (पहला पुनरीक्षण)	31 मार्च, 2014
10.	आई एस 2911 (भाग 4) : 2013 पाइल नींव की डिजाइन और निर्माण रीति संहिता भाग 4 पाइलों का भार परीक्षण (दूसरा पुनरीक्षण)	31 मार्च, 2014	आई एस 2911 (भाग 4) : 1985 पाइल नींव की डिजाइन और निर्माण की रीति संहिता भाग 4 पाइलों का भार परीक्षण (पहला पुनरीक्षण)	31 मार्च, 2014
11.	आई एस 3952 : 2013 दीवारों और विभाजनों के लिए पकी मिट्टी की खोखली ईंट और ब्लॉक-विशिष्टि (तीसरा पुनरीक्षण)	31 मार्च, 2014	आई एस 3952 : 1988 दीवारों और विभाजनों के लिए पकी मिट्टी की खोखली ईंट की विशिष्टि (दूसरा पुनरीक्षण)	31 मार्च, 2014
12.	आई एस 4014 (भाग 2) : 2013 स्टील की नलीदार स्कैफोलिंडग - रीति संहिता भाग 2 स्कैफोलिंडग के सुरक्षा के प्रावधान (पहला पुनरीक्षण)	31 मार्च, 2014	आई एस 4014 (भाग 2) : 1967 स्टील की नलीदार स्कैफोलिंडग की रीति संहिता : भाग 2 स्कैफोलिंडग के सुरक्षा नियमन	31 मार्च, 2014

(1)	(2)	(3)	(4)	(5)
13.	आई एस 5245 (भाग 2) : 2013 तार रस्सी स्प्लाइंसिंग की पद्धतियां भाग 2 फेरूल सहित लिंग लेग-सुरक्षित आई टर्मिनल (पहला पुनरीक्षण)	31 मार्च, 2014	आई एस 5245 (भाग 2) : 1971 तार रस्सी स्प्लाइंसिंग की पद्धतियां भाग 2 फेरूल सहित लिंग लेग - सुरक्षित आई टर्मिनल	31 मार्च, 2014
14.	आई एस 6753 : 2013 आई एस ओ 12 : 1987 वायुयान - पाइपलाइन - अभिनिर्धारण (पहला पुनरीक्षण)	31 मार्च, 2014	आई एस 6753 : 1972 वायुयान - पाइपलाइन - अभिनिर्धारण	31 मार्च, 2014
15.	आई एस 7264 : 2013 आई एस ओ 45 : 1990 वायुयान - प्रैशर रिफ्यूलिंग कनेक्शन (पहला पुनरीक्षण)	31 मार्च, 2014	आई एस 7264 : 1974 वायुयान - प्रैशर रिफ्यूलिंग कनेक्शन	-NA-
16.	आई एस 7719 : 2013 धात्विक सर्पिल कुंडलित ग्रास्केट-विशिष्ट (पहला पुनरीक्षण)	31 मार्च, 2014	-नहीं-	-NA-
17.	आई एस 9127 (भाग 2) : 2013 आई एस ओ 7404-2 : 2009 कोयले के पेट्रोग्राफिक विश्लेषण की पद्धतियाँ भाग 2 कोयले के नमूने तैयार करने की पद्धतियाँ (दूसरा पुनरीक्षण)	31 मार्च, 2014	आई एस 9127 (भाग 2) : 2002 कोयले के पेट्रोग्राफिक विश्लेषण की पद्धतियाँ आई एस ओ 7404-2 : 2009 भाग 2 कोयले के नमूने तैयार करने की पद्धतियाँ (पहला पुनरीक्षण)	31 मार्च, 2014
18.	आई एस 9549 (भाग 1) : 2014 आई एस ओ 7378 : 1983 फास्टनर बौल्ट स्कू एवं सट्टेंड भाग 1 स्प्लिट पिन होल वायर होल (पहला पुनरीक्षण)	31 मार्च, 2014	आई एस 9549 : 1980 स्प्लिट पिन होल, वायर होल एवं बौल्ट के लिए हैंड स्लॉट के आयाम	31 मार्च, 2014
19.	आई एस 10980 (भाग 3) : 2014 आई एस ओ 5855-3 : 1999 वायुयान - एम जे चूड़ियां भाग 3 फ्ल्यूड सिस्टमों की फिटिंगों के सीमित आयाम (पहला पुनरीक्षण)	31 मार्च, 2014	10980 (भाग 1) : 1984 वायु अन्तर्क्षित हेतु काबले और डिबरी एम जे चूड़ी की विशिष्टि बेसिक प्रोफाइल काबले और 2 भाग डिबरी के आयाम	-NA-
20.	आई एस 11852 : 2013 स्वचल वाहन ब्रेकिंग संबंधी एम, एन और टी श्रेणी के वाहनों की स्वीकृति से संबद्ध एक समान प्रावधान (दूसरा पुनरीक्षण)	31 मार्च, 2014	(Pt 1) स्वचल वाहन-ब्रेक और ब्रेकिंग तंत्र भाग 1- शब्दावली (पहला पुनरीक्षण)	-NA-

(Pt 1) स्वचल वाहन-ब्रेक
और ब्रेकिंग तंत्र भाग 1-
शब्दावली (पहला पुनरीक्षण)

(IS 11852 : Pt 1- Pt 9)

(1)	(2)	(3)	(4)	(5)
			(Pt 2) स्वचल वाहन-ब्रेक और ब्रेकिंग प्रणाली भाग 2 सामान्य कार्य और विशेषताएं (पहला पुनरीक्षण)	
			(Pt 3) स्वचल वाहन-ब्रेक और ब्रेकिंग प्रणाली भाग 3- कार्यकारिता अपेक्षाएं और मूल्यांकन (पहला पुनरीक्षण)	
			(Pt 4) स्वचल वाहन-ब्रेक और ब्रेकिंग प्रणाली भाग 4 संपीडित हवा और हवा सहायी ब्रेक-विशेष अपेक्षाएं (पहला पुनरीक्षण)	
			(Pt 5) स्वचल वाहन-ब्रेक और ब्रेकिंग तंत्र भाग 5- संपीडित वायु और वायु सहायता ब्रेक-दाब परीक्षण संयोजन (पहला पुनरीक्षण)	
			(Pt 6) स्वचल वाहन-ब्रेक और ब्रेकिंग प्रणाली भाग 6- निर्वात ब्रेकिंग तंत्र-विशेष अपेक्षाएं (पहला पुनरीक्षण)	
			(Pt 7) स्वचल वाहन-ब्रेक और ब्रेकिंग प्रणाली भाग 7- ब्रेक डायनामीटर पर अस्तर की परीक्षण पद्धति (पहला पुनरीक्षण)	
			(Pt 8) स्वचल वाहन-ब्रेक और ब्रेकिंग प्रणाली भाग 8- परीक्षण कार्यविधि (पहला पुनरीक्षण)	
			(Pt 9) स्वचल वाहन-ब्रेक और ब्रेकिंग तंत्र भाग 9- रोधी-लॉक युक्तियों वाले वाहनों के लिए अपेक्षाएं	
21.	आई एस 12508 : 2013 स्वचालित वाहनों के लिए इलैक्ट्रिक टेकोमीटर - विशिष्टि (पहला पुनरीक्षण)	31 मार्च, 2014	आई एस 12508 : 2005 स्वचालित वाहनों के लिए इलैक्ट्रिक टेकोमीटर	31 मार्च, 2014

(1)	(2)	(3)	(4)	(5)
22.	आई एस 12673 (भाग 1) : 2013 वस्त्रदि मारटिनडेल विधि द्वारा कपड़े का आई एस ओ 12947-1 : 1998 अपघर्षण प्रतिरोध ज्ञात करना भाग 1 मारिटिनडेल अपर्याप्त परीक्षण उपकरण (पहला पुनरीक्षण)	31 मार्च, 2014	आई एस 12673 : 1989 टेक्स्टाइल कपड़े- अपघर्षण प्रतिरोध-ज्ञात करने की पद्धति	31 मार्च, 2014
23.	आई एस 12673 (भाग 1) : 2013 वस्त्रदि मारटिनडेल विधि द्वारा कपड़े का आई एस ओ 12947-2 : 1998 अपघर्षण प्रतिरोध ज्ञात करना भाग 2 नमूने का दूटना ज्ञात करना (पहला पुनरीक्षण)	31 मार्च, 2014	आई एस 12673 : 1989 टेक्स्टाइल कपड़े- अपघर्षण प्रतिरोध-ज्ञात करने की पद्धति	31 मार्च, 2014
24.	आई एस 12673 (भाग 3) : 2013 वस्त्रदि मारटिनडेल विधि द्वारा कपड़े का आई एस ओ 12947-3 : 1998 अपघर्षण प्रतिरोध ज्ञात करना भाग 3 वजन हानि ज्ञात करना (पहला पुनरीक्षण)	31 मार्च, 2014	आई एस 12673 : 1989 टेक्स्टाइल कपड़े- अपघर्षण प्रतिरोध-ज्ञात करने की पद्धति	31 मार्च, 2014
25.	आई एस 12673 (भाग 4) : 2013 वस्त्रदि मारटिनडेल विधि द्वारा कपड़े का आई एस ओ 12947-4 : 1998 अपघर्षण प्रतिरोध ज्ञात करना भाग 3 वजन हानि ज्ञात करना (पहला पुनरीक्षण)	31 मार्च, 2014	आई एस 12673 : 1989 टेक्स्टाइल कपड़े- अपघर्षण प्रतिरोध-ज्ञात करने की पद्धति	31 मार्च, 2014
26.	आई एस/आई एस ओ 13402 : 1995 शल्य एवं दंत संबंधी दस्ती उपकरण - आयोक्लेविंग, संक्षारण एवं तापीय अनावरण की प्रतिरोधिता ज्ञात करना	31 मार्च, 2014	-NA-	-NA-
27.	आई एस 13730 (भाग 4) : 2013 विशेष प्रकार की कुंडलण तारों की विशिष्ट भाग 4 सोल्डरेबल पोलीयूरेथेन इनैमलित गोलाकार तांबा तारे, वर्ग 130 (पहला पुनरीक्षण)	31 मार्च, 2014	आई एस 13730 (भाग 4) : 1993 विशेष प्रकार की कुंडलण तारों की विशिष्ट भाग 4 सोल्डरेबल पोलीयूरेथेन इनैमलित गोलाकार तांबा तारों वर्ग 130	31 मार्च, 2014

(1)	(2)	(3)	(4)	(5)
28.	आई एस 13730 (भाग 43) : 2013 विशेष प्रकार की कुंडलण तारों की विशिष्ट भाग 43 एरोमेटिक पोलीएमाइड टेप चढ़ी तांबा तारें, वर्ग 240 (पहला पुनरीक्षण)	31 मार्च, 2014	आई एस 13730 (भाग 43) : 2005 विशेष प्रकार की कुंडलण तारों की विशिष्ट भाग 43 एरोमेटिक पोलीएमाइड टेप चढ़ी तांबा तारें, वर्ग 240	31 मार्च, 2014
29.	आई एस 13730 (भाग 44) : 2013 विशेष प्रकार की कुंडलण तारों की विशिष्ट भाग 44 एरोमेटिक टेप चढ़ी आयताकार तांबा तारें, वर्ग 240 (पहला पुनरीक्षण)	31 मार्च, 2014	आई एस 13730 (भाग 44) : 2005 विशेष प्रकार की कुंडलण तारों की विशिष्ट भाग 44 एरोमेटिक टेप चढ़ी आयताकार तांबा तारें, वर्ग 240	31 मार्च, 2014
30.	आई एस 13771 : 2013 आई ई 60895 : 2002 चालू बिजली की लाईन पर कार्य करना – 800Kv और 600Kv दिस्ट्रिब्युशन धारा तक की अधिहित वोल्टेज पर प्रयुक्त होने वाली चालकीय क्लोसिंग (पहला पुनरीक्षण)	31 मार्च, 2014	-NA-	-NA-
31.	आई एस 13774 : 2014 आई ई सी 60903 : 2002 चालू बिजली की लाईन पर कार्य करना – विद्युतरोधी सामग्री के दस्ताने (पहला पुनरीक्षण)	31 मार्च, 2014	-NA-	-NA-
32.	आई एस/आई एस ओ 13935-1 : 1999 वस्त्रादि – कपड़े और निर्मित – वस्त्रों के सीवन तनन गुणधर्म भाग 1 पट्टी विधि द्वारा सीवन टूटने के लिये अधिकतम बल ज्ञात करना	31 मार्च, 2014	-NA-	-NA-
33.	आई एस/आई एस ओ 13935-2 : 1999 वस्त्रादि – कपड़े और निर्मित – वस्त्रों के सीवन तनन गुणधर्म भाग 2 ग्रैब विधि द्वारा सीवन टूटने के लिये अधिकतम बल ज्ञात करना	31 मार्च, 2014	-NA-	-NA-

(1)	(2)	(3)	(4)	(5)
34.	आई एस 14841 (भाग 4/ Sec 1) : 2013 कुंडलन तारों की पैकेजबंदी भाग 1 परीक्षण पद्धतियाँ अनुभाग 1 थर्मोप्लास्टिक सामग्री से निर्मित डिलीवरी स्पूल (पहला पुनरीक्षण)	31 मार्च, 2014	आई एस 14841 (भाग 4/ Sec 1) : 2000 कुंडलन तारों की पैकेजबंदी भाग 4 परीक्षण पद्धतियाँ अनुभाग 1 थर्मोप्लास्टिक सामग्री से निर्मित डिलीवरी स्पूल	31 मार्च, 2014
35.	आई एस 14956 : 2014 आई ई 61472 : 2004 चालू बिजली की लाइन पर कार्य करना 72.5Kv से 800Kv तक की वोल्टेज रेंज में दिष्ट धारा प्रणाली हेतु न्यूनतम उपगमन (पहला पुनरीक्षण)	31 मार्च, 2014	-NA-	-NA-
36.	आई एस 15974 : 2013 लैम्पों के सहायक चालन उपकरण (ग्लो स्टार्टर को छोड़कर) - कार्यकारिता अपेक्षाएं	31 मार्च, 2014	आई एस 12449 (भाग 2) : 1988 चालन उपकरण की विशिष्टियाँ (ग्लो स्टार्टर को छोड़कर) - कार्यकारिता अपेक्षाएं	31 मार्च, 2014
37.	आई एस 16093 : 2013 गैस आधारित इंस्टेन्नियम वॉटर हीटर के संस्थापन - रीति सहिता	31 मार्च, 2014	-NA-	-NA-
38.	आई एस 16111 : 2013 इलास्टिक पट्टी	31 मार्च, 2014	-NA-	-NA-
39.	आई एस 16148 : 2014 धातु के हेलाइड लैम्प - कार्यकारिता विशिष्ट	31 मार्च, 2014	-NA-	-NA-
40.	आई एस 16155 : 2014 ई सी 61318 : 2007 चालू बिजली की लाइन पर कार्य करना औजारों, युक्तियों और उपस्कारों पर अनुप्रयोज्य अनुआकलन (पहला पुनरीक्षण)	31 मार्च, 2014	-NA-	-NA-
41.	आई एस 16166 : 2014 आई ई सी 62554 : 2011 फलोरीसेट लैम्पों में मरकरी स्तर को मापने के लिए नमूने की तैयारी	31 मार्च, 2014	-NA-	-NA-

(1)	(2)	(3)	(4)	(5)
42.	आई एस 16166 (भाग 1) : 2014 आई ई सी 60855-1 : 2009 चालू बिजली की लाइन पर कार्य करना - विद्युतरोधी फोम - भरित नलियां एवं छड़े भाग 1 वृताकार अनुप्रस्थ काट वाली नलियां एवं छड़े	31 मार्च, 2014	-NA-	-NA-

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरों, मानक भवन, 9, बहादुरशाह जफर मार्ग, नई दिल्ली 110 002 क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis.in> द्वारा इंटरनेट पर खरीदा जा सकता है।

[संदर्भ PUB/GN-1]

कला एम. वारियर, निदेशक (विदेशी भाषा और प्रकाशन)

New Delhi, the 31st March, 2014

S.O. 1427.—In pursuance of Clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the second column of Schedule hereto annexed has been established on the date indicated against it in third column. The particulars of the standards, if any, which are given in the fourth column shall also remain in force concurrently till they are cancelled on the date indicated against them in the fifth column.

SCHEDULED

Sl. No.	No. & Year of the Indian Standards Established	Date of Establishment	No. & Year of the Indian Standards to be cancelled, if any	Date of cancellation
(1)	(2)	(3)	(4)	(5)
1.	IS/ISO 105-E04 : 2008 Textiles -Tests for colour fastness -Part E04 : Colour fastness to perspiration	31 March, 2014	IS 971 : 1983 Methods for determination of colour fastness of textile materials to perspiration (First Revision)	31 March, 2014
2.	IS/ISO E08 : 1994 Textiles -Tests for colour fastness -Part E08 : Colour fastness to hot water	31 March, 2014	IS 4389 : 1987 Methods for determination of colour fastness of textile materials to hot water (First Revision)	31 March, 2014
3.	IS/ISO 105-E09 : 2010 Textiles -Tests for colour fastness to potting	31 March, 2014	IS 972 : 1988 Method for determination of colour fastness of textile materials to potting (First Revision)	31 March, 2014

(1)	(2)	(3)	(4)	(5)
4.	IS/ISO 105-E 10 : 1994 Textiles -Tests for colour fastness -Part E10 : Colour fastness to decatizing	31 March, 2014	IS 865 : 1958 Method for determination of colour fastness of textile materials to decatizing	31 March, 2014
5.	IS/ISO 105-E 12 : 2010 Textiles -Tests for colour fastness -Part E12 : Colour fastness to milling : Alkaline milling	31 March, 2014	IS 983 : 1983 Method for determination of colour fastness of textile materials to Alkaline milling (First Revision)	31 March, 2014
6.	IS/ISO 105-E 13 : 1994 Textiles -Tests for colour fastness -Part E13 : Colour fastness to acid felting : Severe	31 March, 2014	IS 3425 : 1986 Method for determination of colour fastness of textile materials to acid felting : severe (First Revision)	31 March, 2014
7.	IS/ISO 105-E 16:2006 Textiles -Tests for colour fastness -Part E 16 : Colour fastness to water spotting on upholstery fabrics	Feb, 2014	Nil	NA
8.	IS 1651 : 2013 Stationary cells and batteries lead acid type (with tubular positive plates) - Specification (Fourth Revision)	31 March, 2014	IS 1651 : 1991 Stationary cells and batteries lead acid type (with tubular positive plates) (Third Revision)	NA
9.	IS 2669 : 2013/ISO 12197 : 1996 Woodreff Keyseat cutters - Dimensions (Second Revision)	31 March, 2014	IS 2669 : 1971 Specification Woodruff keys slot milling cutters with parallel shank (First Revision)	31 March, 2014
10.	IS 2911 (Part 4) : 2013 Design and construction of pile foundations- code of practice : Part 4 load test on piles (Second Revision)	31 March, 2014	IS 2911 (Part 4) : 1985 Code of practice for design and construction of pile foundations : Part 4 load test on piles (First Revision)	31 March, 2014
11.	IS 3952 : 2013 Burnt clay hollow bricks and blocks for walls and partitions - Specification (Third Revision)	31 March, 2014	IS 3952 : 1988 Specification for burnt clay hollow blocks for walls and partitions (Second Revision)	31 March, 2014
12.	IS 4014 (Part 2) : 2013 Steel Tubular Seaffolding - Code of Practice : Part 2	31 March, 2014	IS 4014 (Part 2) : 1967 Code of Practice for steel tubular Seaffolding : Part 2	31 March, 2014

(1)	(2)	(3)	(4)	(5)
	Safety provisions for Seaffolding (First Revision)		Safety regulations for Seaffolding	
13.	IS 5245 (Part 2) : 2013 Methods for splicing of wire ropes Part 2 wire rope sling legs with ferrule - second eye terminal (First Revision)	31 March, 2014	IS 5245 (Part 2) : 1971 “Methods for splicing of wire ropes Part 2 wire rope sling legs with ferrule - second eye terminal	31 March, 2014
14.	IS 6753 : 2013 Aircraft - pipelines - Identification (First Revision)	31 March, 2014	IS 6753 : 1972 Code for identification of Aircraft Pipelines	31 March, 2014
15.	IS 7264 : 2013 Aircraft pressure refueling connections (First Revision)	31 March, 2014	IS 7264 : 1974 Dimensions for Aircraft pressure refueling connection	NA
16.	IS 7719 : 2013 Metallic Spiral Wound Gaskets- Specification (First Revision)	31 March, 2014	Nil	NA
17.	IS 9127 (Part 2) : 2013 Methods for petrographic analysis of coals : Part 2 Methods of preparing coal samples (Second Revision)	31 March, 2014	IS 9127 (Part 2) : 2002 Method for the petrographic analysis of Bituminous coal and Anthracite Part 2 : Method of preparing coal samples (First Revision)	31 March, 2014
18.	IS 9549 (Part 1) : 2014/ ISO 7378 : 1983 Fasteners - Bolt, Screws and Studs Part 1 split pin holes and wire holes (First Revision)	31 March, 2014	IS 9549 : 1980 Dimensions for split pin holes, wire holes and head slots for bolts	31 March, 2014
19.	IS 10980 (Part 3) : 2014 Aerospace - MJ Threads Part 3 : Limit dimensions for fittings for fluid system (First Revision)	31 March, 2014	1. IS 10980 (Part 1) : 1984 Specification for aerospace bolts and nuts (MJ threads) : Part 1 Basic profile 2. IS 10980 (Part 1) 1984 Specification for aerospace bolts and nuts (MJ threads) : Part 2 Dimensions for bolts and nut	NA

(1)	(2)	(3)	(4)	(5)
20.	IS 11852 : 2013 [Amalgamating IS 11852 (Part 1 to 9) : 2001] Automotive vehicles - Uniform provision concerning the approval of vehicles of categories M. N. and T with regard to braking (Second Revision)	31 March, 2014	IS 11852 (Part 1 - Part 9) : 2001 Automotive vehicles -brakes and braking systems : 1. Part 1 Terminology (First Revision) 2. Part 2 General functions and features (First Revision) 3. Part 3 Performance requirements and evaluation (First Revision) 4. Part 4 Compressed air and air assisted brakes-special requirements (First Revision) 5. Part 5 Compressed air and air assisted brakes-Pressure test connections (First Revision) 6. Part 6 Vacuum braking systems- Special requirements (First Revision) 7. Part 7 Inertia dynamometer test method for brake lining (First Revision) 8. Part 8 Test procedures (First Revision) 9. IS 11852 (Part 9) : 2003 Requirements for vehicles equipped with anti-lock braking system	NA
21.	IS 12508 : 2013 Electric Tachometer for automotive vehicles - Specification (First Revision)	31 March, 2014	IS 12508 : 2005 Electric tachometer system for automotive vehicles	31 March, 2014
22.	IS 12673 (Part 1) : 2013/ISO 12947 (Part 1) : 1998 Textiles -	31 March, 2014	IS 12673 : 1989 Textiles fabrics - Abrasion resistance - Methods for determination	31 March, 2014

(1)	(2)	(3)	(4)	(5)
	Determination of the abrasion resistance of fabrics by the martindale method- Part 1 : Martindale abrasion testing apparatus (First Revision)			
23.	IS 12673 (Part 2) : 2013/ISO 12947 (Part 2) : 1998 Textiles - Determination of the abrasion resistance of fabrics by the martindale method- Part 2 : Determination of specimen breakdown (First Revision)	31 March, 2014	IS 12673 : 1989 Textile fabrics - Abrasion resistance - Methods for determination	31 March, 2014
24.	IS 12673 (Part 3) : 2014/ISO 12947 (Part 3) : 1998 Textiles - Determination of the abrasion resistance of fabrics by the martindale method- Part 3 : Determination of mass loss (First Revision)	31 March, 2014	IS 12673 : 1989 Textile fabrics - Abrasion resistance - Methods for determination	31 March, 2014
25.	IS 12673 (Part 4) : 2014/ISO 12947 (Part 4) : 1998 Textiles - Determination of the abrasion resistance of fabrics by the martindale method- Part 4 : Assessment of appearance change (First Revision)	31 March, 2014	IS 12673 : 1989 Textile fabrics - Abrasion resistance - Methods for determination	31 March, 2014
26.	IS/ISO 13402 : 1995 Surgical and Dental hand instruments - determination of resistance against autoclaving corrosion and thermal exposure	31 March, 2014	—	—

(1)	(2)	(3)	(4)	(5)
27.	IS 13730 (Part 4) : 2013 Specification for particular types of winding wires Part 4 Solderable polyurethane - thana enamelled round copper wire, class 130 (First Revision)	31 March, 2014	IS 13730 (Part 4) : 1993 particular types of winding wires Part 4 Solderable polyurethane enamelled round copper wire, class 130	31 March, 2014
28.	IS 13730 (Part 43) : 2013 Specification for particular types of winding wires Part 43 aromatic polyimide tape wrapped round copper wire, class 240 (First Revision)	31 March, 2014	IS 13730 (Part 43) : 2005 Specification for particular types of winding wires Part 43 aromatic polyimide tape wrapped round copper wire, class 130	31 March, 2014
29.	IS 13730 (Part 44) : 2013 Specification for particular types of winding wires Part 44 Aromatic polyimide tape wrapped rectangular copper wire, class 240 (First Revision)	31 March, 2014	IS 13730 (Part 44) : 2005 particular types of winding wires Part 44 Aromatic polyimide tape wrapped rectangular copper wire, class 240	31 March, 2014
30.	IS 13771 : 2013 Live working- Conductive clothing for use at nominal voltage upto 800 kv ac to 600 kv dc (First Revision)	31 March, 2014	NA	NA
31.	IS 13774 : 2014 Live working- gloves of insulating material (First Revision)	31 March, 2014	NA	NA
32.	IS/ISO 13935 (Part 1) : 1999 Textiles Seam tensile properties of the fabrics and made up textiles articles - Part 1 : Determination of maximum force to seam rupture using the strip method	31 March, 2014	NA	NA

(1)	(2)	(3)	(4)	(5)
33.	IS/ISO 13935 (Part 2) : 1999 Textiles Seam tensile properties of the fabrics and made up textiles articles - Part 2 : Determination of maximum force to seam rupture using the grap method	31 March, 2014	NA	NA
34.	IS 14841 (Part 4/Sec 1) : 2013 packing of winding wires Part 4 Methods of test, sec 1 delivery spools made from thermoplastic materials (First Revision)	31 March, 2014	IS 14841 (Part 4/Sec 1) : 2000 packing of winding wire Part 4 methods of test, section 1 Delivery spools made from thermoplastic materials	31 March, 2014
35.	IS 14956 : 2014 Live working - Minimum approach distance from A.C. systems in the voltage range 72.5 kv to 800 kv A method of calculation (First Revision)	31 March, 2014	NA	NA
36.	IS 15974 : 2013 Auxiliaries for lamps starting devices other than glow starters performances requirements	31 March, 2014	IS 12449 (Part 2) : 1988 Starting devices (other than glow starters) : Part 2 Performance requirements	31 March, 2014
37.	IS 16093 : 2013 Installation of gas based instantaneous water heater - code of practice	31 March, 2014	Nil	NA
38.	IS 16111 : 2013 Elastic Bandage	31 March, 2014	NA	NA
39.	IS 16148 : 2014 Metal halide lamps performance Specification	31 March, 2014	NA	NA
40.	IS 16155 : 2014 Live Working Conformity assessment	31 March, 2014	NA	NA

(1)	(2)	(3)	(4)	(5)
	applicable to tools devices & equipment			
41.	IS 16166 : 2014 Sample preparation for measurement of mercury level in fluorescent lamps	31 March, 2014	NA	NA
42.	IS 16167 (Part 1) : 2014 Live working - Insulating foam - filled tubes and solid rods - Part 1 tubes & rods of circular - cross-section	31 March, 2014	NA	NA

Copies of these standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Kochi.

[Ref. PUB/GN-1]

KALA M. VARIAR, Director (Foreign Languages and Publication)

नई दिल्ली, 2 मई, 2014

का.आ. 1428.—भारतीय मानक व्यूरो (प्रमाणन) विनियम, 1988 के विनियम (4) के उपविनियम (5) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस सं. सीएम/एल	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा	भाग	अनु.	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	एल-4824167	3-09-2013	मै. दिवान इंजीनियरिंग, 606/18, गली नं. 5 आर्या नगर, जिला रोहतक (हरियाणा)	पुनर्योजी पम्प – स्वच्छ ठण्डे जल के लिए	8472	-	-	1998
2.	एल-2624755	9-09-2013	मै. हिलसन फुटवियर प्रा.लि., 420-421, एम आई ई, भाग 1, बहादुरगढ़ -124507, जिला झज्जर (हरियाणा)	निजी सुरक्षा उपस्कर भाग 3 सुरक्षा फुटवियर	15298	03	-	2002

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
3.	एल-2619964	11-09-2013	मै. वीएचवी बैवरेजिस प्रा.लि., खसरा नं. 151/16/3, 24/2, 25, गाँव रोहद का इन रिवेन्यू स्टेट, इण्डस्ट्रीयल एरिया, जिला झज्जर (हरियाणा)	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
4.	एल-2621648	12-09-2013	मै. सन्नी इण्डस्ट्रीस, खेवट/खसरा नं. 116, मुस्तकिल नं. 40/41 गाँव बहलपा, दमदमा रोड, तहसील सोहना, जिला गुडगांव	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
5.	एल-2627256	12-09-2013	मै. पावरजॉन ऑयल रिफाइनरी प्रा.लि., 36 माइलस्टोन, गुडगांव, अलवर रोड, खाता नं. 51, किला नं. 2, हीरमाथला, तहसील नूहँ, सोहना जिला मेवात-122001 (हरियाणा)	नये विद्युत रोधन तेल	335	-	-	1993
6.	एल-4824874	13-09-2013	मै. राजकी इरिंगेशन, गली नं. 11, चम्पापुरी, रोहतक रोड, चरखी दादरी, भिवानी-127306 (हरियाणा)	सिंचाई उपकरण - स्प्रिकलर पाइप्स	14151	01	-	1999
7.	एल-2624452	17-09-2013	मै. हरवल एवा इण्डिया प्रा.लि., 123 ई, सैक्टर - 6, विकास केन्द्र, बावल, जिला रेवाड़ी-123501 (हरियाणा)	सिंचाई उपकरण छन्ना प्रकार के फिल्टर	12785	-	-	1994
8.	एल-4825472	18-09-2013	मै. राजकी इरिंगेशन, गली नं. 11, चम्पापुरी, रोहतक रोड, चरखी दादरी, भिवानी-127306 (हरियाणा)	सिंचाई उपस्कर - स्प्रिकलर पाइप्स भाग 2 : क्वीक कपल्ड पोलीइथीलीन पाइप्स	14151	02	-	1999
9.	एल-2631853	19-09-2013	मै. सोनियर इण्डस्ट्रीस लि., 28 केएम रोहतक माइल स्टेन, गांव व डाकघर रोहद, बहादुरगढ़ - 124501, जिला झज्जर (हरियाणा)	वनियर्ड सजावटी प्लाईबुड	1328	-	-	1996

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
10.	एल-2639162	19-09-2013	मै. दत्त मैडिप्रोडक्ट्स लि., 52-54 और 63-64, रोज़ का मेव, इण्डस्ट्रीयल एरिया, सिटी सोहना, जिला गुडगाँव-122103 (हरियाणा)	क्रेप बैन्डेज़	4605	-	-	1981
11.	एल-2624553	20-09-2013	मै. चेतन्य इन्टरप्राइसिस, प्लॉट नं. 39790, श्रीराम वाटिका के पीछे दौलताबाद इण्डस्ट्रीयल एरिया, दौलताबाद, जिला गुडगाँव-122001 (हरियाणा)	निजी सुरक्षा उपस्कर भाग 2 सुरक्षा फुटवियर	4151	-	-	1993
12.	एल-2631348	24-09-2013	मै. वीएमआई प्लास्टिक प्रा. लि., खसरा नं. 91/ 19, 20, 21, 22/1, 22/2, गॉव भोरा कलां, बिनोला, जिला गुडगाँव-122018 (हरियाणा)	पोलीकारबोनेट शीटें	14443	-	-	1997
13.	एल-2626759	27-09-2013	मै. वी. के. फैब्रीकेट्स, 16/5, मथुरा रोड, गुडियर टायर शोरूम के पास, फरीदाबाद-121002, (हरियाणा)	स्टील के दरवाजों के फ्रेम	4351	-	-	2003

[सं. सी एम डी /13:11]
बिन्दु कुमार, अनुभाग अधिकारी

New Delhi, the 2nd May, 2014

S.O. 1428.—In pursuance of sub-regulation (5) of the Regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licences No. CM/L	Operative Date	Name and Address of the Licensee	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	L-4824167	3-09-2013	M/s. Diwan Engineering 606/18, Gali No. 5, Arya Nagar Distt. Rohtak (Haryana)	Pump - Regenerative or Clear, Cold Water	8472	-	-	1998

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
2.	L-2624755	9-09-2013	M/s. Hillson Footwear Pvt. Ltd., 420-421, M.I.E., Part 1, Bahadurgarh - 124507 Distt. Jhajjar (Haryana)	Personal Protective Equipments Part 3 Protective Footwear	15298 ISO 20346	03 - -	- - 2011 2004	
3.	L-2619964	11-09-2013	M/s. VHV Beverages Pvt. Ltd., Khasra No. 151/16/3, 24/2, 25, in Revenue State of Vill. Rohad, Industrial Area, Distt. Jhajjar (Haryana)	Packaged Drinking Water (Other Than Packaged Natural Mineral Water)	14543	-	-	2004
4.	L-2621648	12-09-2013	M/s. Sunny Industries. Khewat/Khasra No. 116, Mustkil No. 40/41 Village Bahalpa, Damdama Road, Tehsil Sohna, (Haryana)	Packaged Drinking Water (Other Than Packaged Natural Mineral Water)	14543	-	-	2004
5.	L-2627256	12-09-2013	M/s. Powerzone Oil Refinery (P) Ltd. 36th Milestone, Gurgaon Alwar Road, Khata No. 51, Kila No. 2, Village Hirmathala, Tehsil Nuh, Sohna, Distt. Mewat (Haryana)	New Insulating Oils	335	-	-	1993
6.	L-4824874	13-09-2013	M/s. Rajkee Irrigation, Street No. 11, Champapuri, Rohtak Road, Charkhi Dadri, Bhiwani - 127306 (Haryana)	Irrigation Equipment- Sprinkler Pipes	14151	01	-	1999
7.	L-2624452	17-09-2013	M/s. Harval Agua India Pvt. Ltd., 123 E, Sector - 6, Growth Center, Bawal, Distt. Rewari - 123501, (Haryana)	Irrigation Equipment- Strainer type Filters	12785	-	-	1994
8.	L-4825472	18-09-2013	M/s. Rajkee Irrigation, Street No. 11, Champapuri, Rohtak Road, Charkhi Dadri, Bhiwani - 127306 (Haryana)	Irrigation Equipment- Sprinkler Pipes	14151	01	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
9.	L-2631853	19-09-2013	M/s. Sonear Industires Ltd., 28 KM, Rohtak Milestone, V. P. O. Rohad, Bahadurgarh - 124501, Distt. Jhajjar (Haryana)	Veneered Decorative Plywood	1328	-	-	1996
10.	L-2639162	19-09-2013	M/s. Datt Mediproducts Ltd., 52-54 & 63-64, Rox Ka Meo, Industrial Area, City Sohna, Distt. Gurgaon - 122103 (Haryana)	Crepe Bandage	4605	-	-	1981
11.	L-2624553	20-09-2013	M/s. Chetanya Enterprises Plot No. 39790, Behind Shree Ram Vatika, Daultabad Industrial Area, Daultabad Distt. Gurgaon - 122001 (Haryana)	Protective Helmets for Motorcycle Riders	4151	-	-	1993
12.	L-2631348	24-09-2013	M/s. VMI Plastic Pvt. Ltd., Khasra No. 91/19, 20, 21, 22/1, 22/2, Village Bhora Kalan, Binola, Distt. Gurgaon - 122018 (Haryana)	Polycarbonate Sheets	14443	-	-	1997
13.	L-2626759	27-09-2013	M/s. V. K. Fabricators 16/5, Mathura Road, Near Goodyear Tyre Showroom, Faridabad (Haryana)	Steel Door Frames	4351	-	-	2003

[No. CMD/13:11]

BINDU KUMAR, Section Officer

नई दिल्ली, 2 मई, 2014

का.आ. 1429.—भारतीय मानक व्यूरो (प्रमाणन) विनियम, 1988 के विनियम (4) के उपविनियम (5) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस सं. सं.	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा	भाग	अनु.	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	एल-2633554	4-10-2013	मै. जेपीएस रीइन्फोरसड पाइप प्रा. लि. 10, गॉव कीड़ाबली डाकघर बसकोला, ददासिया रोड़, फरीदाबाद, (हरियाणा)	नलक जल व्यवस्था, ओद्योगिक अपशिष्ट व जल (पेयजल के अलावा) के लिए कांच रेशे के प्रबलित प्लास्टिक पाइप, जोड़ और फिटिंग	14402	-	-	1996
2.	एल-2638059	7-10-2013	मै. मंगला प्लास्टिक इण्डस्ट्रीज, 1733, एमआईई, भाग - बी, बहादुरगढ़ - 124507, जिला झज्जर, (हरियाणा)	निजी सुरक्षा उपस्कर भाग 3 संरक्षी फुटवियर	15298	03	-	2002
3.	एल-2646866	8-10-2013	मै. कम्पैक्ट प्लाई बोर्डस प्रा. लि., 43 केएम स्टोन, दिल्ली रोहतक रोड़, एन. एच. 10, गॉव व डाकघर रोहद, तहसील बहादुरगढ़ - 124507, जिला झज्जर, (हरियाणा)	सामान्य उद्देश्य के लिए प्लाईवुड	303	-	-	1989
4.	एल-2646967	8-10-2013	मै. कम्पैक्ट प्लाई बोर्डस प्रा. लि., 43 केएम स्टोन, दिल्ली रोहतक रोड़, एन. एच. 10, गॉव व डाकघर रोहद, तहसील बहादुरगढ़ - 124507, जिला झज्जर, (हरियाणा)	ब्लॉक बोर्डस	1659	-	-	2004
5.	एल-2632855	14-10-2013	मै. खीमन इण्डस्ट्रीस, हाउस नं. 1, शिव इनक्लेव, इसमेलपुर रोड़, शिव मन्दिर के पास, जिला फरीदाबाद, (हरियाणा)	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
6.	एल-2634051	14-10-2013	मै. बीएन इण्डस्ट्रीजस, गाँव फाजीलपुर, ओमेक्स प्लाज़ा, सोहना रोड, जिला गुडगाँव, (हरियाणा)	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
7.	एल-2632956	15-10-2013	मै. देव इन्टरप्राइसिस, गली नं. 1, सरस्वती कलौनी, सेहतपुर, शहर फरीदाबाद, जिला फरीदाबाद - 121005, (हरियाणा)	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
8.	एल-2635356	15-10-2013	मै. मंजुराज बेवरेजिस प्रा. लि. किला नं. 13, 14/1, खसरा नं. 74, गाँव धरचना, तहसील बावल जिला रेवाड़ी - 123401, (हरियाणा)	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
9.	एल-2636661	23-10-2013	मै. गुप्ता ज्वैलरी हाउस, 8/78ए, अग्रसेन बाजार, (मेन बाजार), पुराना फरीदाबाद- 121002, (हरियाणा)	चांदी एवं चांदी मिश्रधातुएं आभूषण/शिल्प वस्तुएं - शुद्धता एवं मुहरांकन	2112	-	-	2003
10.	एल-2637663	23-10-2013	मै. एमएनएस एक्वा प्रा. लि., मुस्तकिल नं. 35, किला नं. 14(8-0) 17(8-0), गाँव अगवानपुर, जिला पलवल - 121102, (हरियाणा)	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
11.	एल-2641452	28-10-2013	मै. एक्षन प्रोडक्ट्स कम्पनी, प्लॉट नं. 170, सैक्टर - 4, आईएमटी, मनेसर, जिला गुडगाँव -122102, (हरियाणा)	सुशिलष्ट खाद्य रंग - निमित्तियाँ और मिश्रण	5346	-	-	1994
12.	एल-2639869	30-10-2013	मै. मालाबार गोल्ड प्रा. लि., जीएफ 10-11, गोल्ड सूक, एस. एल. फैस -1, गुडगाँव (ई), जिला गुडगाँव -122102, (हरियाणा)	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्प वस्तुएं - शुद्धता एवं मुहरांकन	1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
13.	एल-2641250	30-10-2013	मै. भारत ज्वैलर्स, 7255, गुड़ बाजार, जिला रेवाड़ी-123401 (हरियाणा)	स्वर्ण एवं स्वर्ण मिश्रधातुएं 1417 आभूषण/शिल्प वस्तुएं - शुद्धता एवं मुहरांकन	-	-	1999	
14.	एल-2641351	30-10-2013	मै. भारत ज्वैलर्स, 7255, गुड़ बाजार, जिला रेवाड़ी-123401 (हरियाणा)	चांदी एवं चांदी मिश्रधातुएं 2112 आभूषण/शिल्प वस्तुएं - शुद्धता एवं मुहरांकन	-	-	2003	
15.	एल-2639970	31-10-2013	मै. वंशिका इलैक्ट्रोनिक्स मैन्यूफैक्चरिंग प्रा. लि., प्लॉट नं. 15, सैक्टर - 3, ग्रोथ सैन्टर बावल, जिला रेवाड़ी-123501 (हरियाणा)	टंगस्टन तंतु वाले सामान्य सेवा बिजली के बल्ब	814	-	-	2004

[सं. सी एम डी /13:11]
बिन्दु कुमार, अनुभाग अधिकारी

New Delhi, the 2nd May, 2014

S.O. 1429.—In pursuance of sub-regulation (5) of the Regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licences No. CM/L	Grant Date	Name and Address of the Licensee	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	L-2633554	4-10-2013	M/s JPS Reinforced Pipe (P) Ltd., 10, Village Kidawali, P. O. Baskola, Daddasiya Road, Faridabad (Haryana)	GRP Pipes, Joints and Fittings for Sewerage, Industrial Waste and Water (Other than Potable)	14402	-	-	1996
2.	L-2638059	7-10-2013	M/s Mangla Plastic Industries, 1733, M.I.E., Part - B, Bahadurgarh, Distt. Jhajjar - 124507 (Haryana)	Safety, Protective and Occupational Footwear for Professional Use Part 3 : Protective Footwear Except for Special Application	15298	03	-	2002

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
3.	L-2646866	8-10-2013	M/s Compact Ply Boards (P) Ltd., 43 KM Stone Delhi- Rohtak Road, N.H. 10, V & P.O. Rohad, Tehsil Bahadurgarh, Distt. Jhajjar - 124507 (Haryana)	Plywood for General Purposes	303	-	-	1989
4.	L-2646967	8-10-2013	M/s Compact Ply Boards (P) Ltd., 43 KM Stone Delhi- Rohtak Road, N.H. 10, V & P.O. Rohad, Tehsil Bahadurgarh, Distt. Jhajjar - 124507 (Haryana)	Block Boards	1659	-	-	2004
5.	L-2632855	14-10-2013	M/s Khimman Industries, H. No. 1, Shiv Enclave, Ismailpur Road, Near Shiv Mandir, Faridabad (Haryana)	Packaged Drinking Water (Other Than Packaged Natural Mineral Water)	14543	-	-	2004
6.	L-2634051	14-10-2013	M/s BNN Industries, Village Fazilpur, Omaxe Plaza, Sohna Road, Distt. Gurgaon (Haryana)	Packaged Drinking Water (Other Than Packaged Natural Mineral Water)	14543	-	-	2004
7.	L-2632956	15-10-2013	M/s Dev Enterprises, Gali No. 1, Saraswati Colony, Sehatpur, City Faridabad, Distt. Faridabad-121005 (Haryana)	Packaged Drinking Water (Other Than Packaged Natural Mineral Water)	14543	-	-	2004
8.	L-2635356	15-10-2013	M/s Manjuraj Beverages Pvt. Ltd., Kila No. 13, 14/1, Khasra No. 74, Village Dharchana, Tehsil Bawal, Distt. Rewari - 123401 (Haryana)	Packaged Drinking Water (Other Than Packaged Natural Mineral Water)	14543	-	-	2004
9.	L-2636661	23.10.2013	M/s. Gupta Jewellery House, 8/78A, Aggarsain Bazar (Main Bazar) Old Faridabad - 121002, (Haryana)	Silver & Silver Alloys Jewellery/Artefacts - Fineness and Marking	2112	-	-	2003
10.	L-2637663	23-10-2013	M/s MNS Aqua Pvt. Ltd., Mustkil No. 35, Kila No. 14(8-0) 17(8-0) Village Agwanpur, Distt. Palwal - 121102, (Haryana)	Packaged Drinking Water (Other Than Packaged Natural Mineral Water)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
11.	L-2641452	28-10-2013	M/s Action Products Company, Plot No. 170, Sector - 4, IMT, Manesar, Distt. Gurgaon - 122102 (Haryana)	Synthetic Food Colour Preparations and Mixtures	5346	-	-	1994
12.	L-2639869	30-10-2013	M/s. Malabar Gold Pvt. Ltd., Jewels, GF. 10-11, Gold Souk, S. L. Ph. 1, Gurgaon (E), Distt. Gurgaon - 122002 (Haryana)	Gold & Gold Alloys Jewellery/Artefacts - Fineness and Marking	1417	-	-	1999
13.	L-2641250	30-10-2013	M/s. Bharat Jewellers, Jewels, 7255, Gur Bazar, Distt. Rewari - 123401, (Haryana)	Gold & Gold Alloys Jewellery/Artefacts - Fineness and Marking	1417	-	-	1999
14.	L-2641351	30-10-2013	M/s. Bharat Jewellers, Jewels, 7255, Gur Bazar, Distt. Rewari - 123401, (Haryana)	Silver & Silver Alloys Jewellery/Artefacts - Fineness and Marking	2112	-	-	2003
15.	L-2639970	31-10-2013	M/s Vanshika Electronics Manufacturing Pvt. Ltd., Plot No. 15, Sector - 3, Growth Centre, Bawal, Distt. Rewari - 123501 (Haryana)	Tungsten Filament General Service Electric Lamps	814	-	-	2004

[No. CMD/13:11]

BINDU KUMAR, Section Officer

नई दिल्ली, 2 मई, 2014

का.आ. 1430.—भारतीय मानक व्यूरो (प्रमाणन) विनियम, 1988 के विनियम (4) के उप-विनियम (5) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस सं. सीएम/एल	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा.	भाग	अनु.	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	एल-2640046	1-11-2013	मै. युवराज इण्डस्ट्रीज, बी - 19, गांव बड़खल, एनआइटी फरीदाबाद - 121001 (हरियाणा)	निमज्जनीय पम्पसेट	8034	-	-	2002

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
2.	एल-2648365	20-11-2013	मै. ए-वन इण्डस्ट्रीज, बी - 14, रेड क्रॉस रोड, भाग बी, एमआईई, बहादुरगढ़ जिला झज्जर, (हरियाणा)	आग बुझाने के लिए यांत्रिक झाग बनाने का झाग सान्द्र	4989	-	-	2006
3.	एल-2651152	27-11-2013	मै. फायरकेम (ए यूनिट ऑफ फायर सेफटी डिवाइसिस प्रा. लि.) 373, सैक्टर - 24, जिला फरीदाबाद (हरियाणा)	सुवाहा अग्नि शामक - कार्यकारिता और निर्माण	15683	-	-	2006

[सं. सी एम डी /13:11]
बिन्दु कुमार, अनुभाग अधिकारी

New Delhi, the 2nd May, 2014

S.O. 1430.—In pursuance of sub-regulation (5) of the Regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licences No. CM/L	Grant Date	Name and Address of the Licensee	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	L-2640046	1-11-2013	M/s Yuvraj Industries, B - 19, Village Badkhal, NIT, Faridabad - 121001 (Haryana)	Submersible Pumpsets	8034	-	-	2002
2.	L-2648365	20-11-2013	M/s A-One Industries, V - 14, Red Cross Road, Part B, MIE, Bahadurgarh Distt. Jhajjar, (Haryana)	Foam Concentrate for Producing Mechanical Foam for Fire Fighting	4989	-	-	2006
3.	L-2651152	27-11-2013	M/s Firechem (A Unit of Fire Safety Devices Pvt. Ltd.), 373, Sector - 24 Distt. Faridabad , (Haryana)	Portable Fire Extinguishers - Performance and Constructions	15683	-	-	2006

[No. CMD/13:11]

BINDU KUMAR, Section Officer

नई दिल्ली, 2 मई, 2014

का.आ. 1431.—भारतीय मानक व्यूरो (प्रमाणन) विनियम, 1988 के विनियम (4) के उपविनियम (5) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस सं. सीएम/एल	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा.	भाग	अनु.	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	एल-2653358	6-12-2013	मै. एलके टेलीलिंक्स लि., (यूनिट - II), गाँव रनहेरा खेरा, तहसील बल्लभगढ़, प्लॉट नं. 84 के सामने सैक्टर 25, जिला-फारीदाबाद - 121005, (हरियाणा)	वायविय गुच्छत केबल 1100 वोल्ट तक और सहित की कार्यकारी बोल्टता के लिए	14255	-	-	1995
2.	एल-2654562	6-12-2013	मै. भारत बैरल एण्ड ड्रम मैन्यूफैक्चरिंग कं. प्रा. लि., खाता नं. 125/13/1, 12 मिन., दुधौला धतीर रोड, गाँव पृथला, जिला-पलवल, (हरियाणा)	बन्द सिरे वाले बड़े ड्रम	1783	01	-	1993
3.	एल-2652154	26-12-2013	मै. जे. एस. कैमिकल इण्डस्ट्रीस, 19 ए, संजय कलौनी, सैक्टर 22, फारीदाबाद -121005, (हरियाणा)	रोगाणुनाशी प्रबाह, फिनोलिक टाइप	1061	-	-	1997
4.	एल-2653964	27-12-2013	मै. सुपर गोल्ड पाइप्स प्रा. लि., 44 केएम, दिल्ली रोहतक रोड, बहादुरगढ़ - 124507, जिला-झज्जर (हरियाणा)	यांत्रिकीसय और सामान्य उद्देश्य के लिए इस्पात नलिकाएँ	3601	-	-	1994
5.	एल-2654461	27-12-2013	मै. भारत बैरल एण्ड ड्रम मैन्यूफैक्चरिंग कं. प्रा. लि., खाता नं. 125/13/1, 12 मिन., दुधौला धतीर रोड, गाँव पृथला, जिला-पलवल, (हरियाणा)	खुले सिरे वाले बड़े ड्रम	13997	-	-	1994

[सं. सी एम डी /13:11]
बिन्दु कुमार, अनुभाग अधिकारी

New Delhi, the 2nd May, 2014

S.O. 1431.—In pursuance of sub-regulation (5) of the Regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licences No. CM/L	Grant Date	Name and Address of the Licensee	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	L-2653358	6-12-2013	M/s Elkay Telelinks Ltd. (Unit - II), Village Ranhera Khera, Tehsil Ballabgarh, Opp. Plot No. 84, Sector - 25, Distt. Faridabad - 121005, (Haryana)	Aerial Bunched Cables for working Voltage upto and Including 1100 Volts	14255	-	-	1995
2.	L-2654562	6-12-2013	M/s Bharat Berrel & Drum Mfg. Co. Pvt. Ltd., Kh. No. 125/13/1, Min., Dudhola Dhatir Road, Village Prithla, Distt. Palwal (Haryana)	Drum, Large, Fixed End	1783	01	-	1993
3.	L-2652154	26-12-2013	M/s J. S. Chemical Industries, 19 A, Sanjay Colony, Sector - 22, Faridabad - 121005, (Haryana)	Disinfectant Fluids, Phenolic Type	1061	-	-	1997
4.	L-2653964	27-12-2013	M/s Supergold Pipes Pvt. Ltd., 44 KM, Delhi Rohtak Road, Village Rohad Nagar, Bahadurgarh - 124507, Distt. Jhajjar, (Haryana)	Steel Tubes for Mechanical and General Engineering Purpose	3601	-	-	2006
5.	L-2654461	27-12-2013	M/s Bharat Berrel & Drum Mfg. Co. Pvt. Ltd., Kh. No. 125/13/1, Min., Dudhola Dhatir Road, Village Prithla, Distt. Palwal, (Haryana)	Drum, Large, Open End	13997	-	-	1994

[No. CMD/13:11]

BINDU KUMAR, Section Officer

नई दिल्ली, 2 मई, 2014

का.आ. 1432.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उप-विनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस सं. सं.	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा. मा.	भाग	अनु.	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	एल-2656263	2-01-2014	मै. यूनीवर्सल केबल मैन्यूफैक्चरिंग क., रेलवे गुड्स शेड के सामने, फरीदाबाद - 122001, (हरियाणा)	क्रासलिंक्ड पोलीइथलिन रोधित तापसुधृत्य आवरित केबल 1100 वोल्ट तक तथा सहित की कार्यकारी बोल्टा के लिए	7098	01	-	1988
2.	एल-2647666	3-01-2014	मै. मेट्रो इंजिनेशन प्रा.लि., प्लॉट नं. 3, इण्डस्ट्रीयल एरिया, सैक्टर - 26, भिवानी -127021, (हरियाणा)	सिंचाई उपस्कर- प्लॉट नं. 3, इण्डस्ट्रीयल एरिया, उत्सर्जकी पाइप पद्धतियां	13488	-	-	2008
3.	एल-2655463	3-01-2014	मै. लाफार्ग इण्डिया प्रा.लि., वी पी ओ चिरिया, तहसील चरखी दादरी, भिवानी -127021, (हरियाणा)	पोर्टलैण्ड पोजेलाना- सीमेंट भाग 1, फ्लाई एश आधारित	1489	01	-	1991
4.	एल-2655968	3-01-2014	मै. एस आर एस ज्वैलस, (यूनिट ऑफ एस आर एस लि.), जी. टी. रोड, आगरा चौक के पास, जिला पलवल - 121102, (हरियाणा)	स्वर्ण एवं स्वर्ण मिश्रधातु आभूषण/शिल्प वस्तुएं महीनता एवं मुहरांकन	1417	-	-	1999
5.	एल-2659774	3-01-2014	मै. सफल पोलीमर्स प्रा. लि., रोहतक रोड, कलानौर, जिला रोहतक -124113, (हरियाणा)	सिंचाई तंत्रों के छिड़काव यंत्र हेतु पोलीइथाइलीन पाइप	14151	01	-	1999
6.	एल-2659572	9-01-2014	मै. निया प्लास्ट प्रा. लि., 196, सेक्टर -7, आईएमटी मानेसर, गुडगाँव, (हरियाणा)	पीवीसी इंसुलेटिड केबल 1100 वोल्ट तक तथा सहित की कार्यकारी बोल्टा के लिए	694	-	-	1990

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
7.	एल-2656869	13-01-2014	मै. अल्फा एक्वा इण्डस्ट्रीज, खसरा नं. 1099, किला नं. 20, 11/3-2012, 17/6, मथुरा रोड, सरपंच कलौनी, फरीदाबाद-121004, (हरियाणा)	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
8.	एल-2662965	13-01-2014	मै. जय आटो, कम्पोनेन्ट्स लि., खसरा नं. 39/14, 15/1, 17/1, खांडसा रोड, झाडसा, डाकघर खिडकी दौला, गुडगाँव-122004 (हरियाणा)	ए सी स्थैतिक घंटा मीटर वर्ग 1 और 2	13779	-	-	1999
9.	एल-2664969	13-01-2014	मै. जीनियस बेवरेजिस, पुराना बस अडडे के पास, गॉव तिगॉव, फरीदाबाद-121101 (हरियाणा)	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
10.	एल-2661660	27-01-2014	मै. ज्योति इण्डस्ट्रीज, 2786, एचएसआईआईडीसी, सैक्टर -59 फरीदाबाद-121001, (हरियाणा)	कन्ड्यूट्स फॉर इलैक्ट्रीकल इन्स्टालेशन भाग 3 कन्ड्यूट्स ऑफ इन्स्लेटिंग मैटिरियल्स	9537	03	-	1983
11.	एल-2662864	27-01-2014	मै. बाबा पीरन दता मल, परबेश कुमार सराफ, 1461/6, भिवानी स्टेप्ड रोड, रोहतक- 124001, (हरियाणा)	स्वर्ण एवं स्वर्ण मिश्रधातु, आभूषण/शिल्प वस्तुएं महीनता एवं मुहारांकन	1417	-	-	1999
12.	एल-2663058	30-01-2014	मै. यूनीवर्सल केबल, मैन्यूफैक्चरिंग क., रेलवे गुडस शेड के सामने, फरीदाबाद - 122001, (हरियाणा)	1100 वोल्ट तक की, कार्यकारी वोल्टता के लिए पी बी सी रोधित केबल	694	-	-	1990
13.	एल-2662763	31-01-2014	मै. ए एम डाएमंड प्रा. लि., शाप नं. 2, अग्रवाल मार्किट, सदर बाजार गुडगाँव - 122001, (हरियाणा)	स्वर्ण एवं स्वर्ण मिश्रधातु, आभूषण/शिल्प वस्तुएं महीनता एवं मुहारांकन	1417	-	-	1999

New Delhi, the 2nd May, 2014

S.O. 1432.—In pursuance of sub-regulation (5) of the Regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given below in the following schedule :—

SCHEDULE

Sl. No.	Licence No. CM/L	Grant Date	Name and Address of the Licensee	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	L-2656263	2.1.2014	M/s Universal Cable Manufacturing Co., Opp. Railway Goods Shed, Faridabad - 122001, (Haryana)	Crosslinked polyethylene insulated PVC sheathed cables Pt.1 for working voltage up to and including 1100V	7098	01	-	1988
2.	L-2647666	03.01.2014	M/s. Metro Irrigation Pvt. Ltd., Plot No.3, Industrial Area, Sector - 26, Bhiwani - 127021, (Haryana)	Irrigation Equipment Emitting Pipes Systems	13488	-	-	2008
3.	L-2655463	03.01.2014	M/s. Lafarge India Pvt. Ltd., V.P.O. Chiriyा, Tehsil Charkhi Dadri, Bhiwani - 127022, (Haryana)	Portland Pozzolana Cement Part 1 Fly Ash Based	1489	01	-	1991
4.	L-2655968	03.01.2014	M/s. SRS Jewells (A Unit of SRS Ltd.), G.T. Road, Near Agra Chowk, Palwal- 121102, (Haryana)	Gold & Gold Alloys Jewellery/Artefacts - Fineness and Marking	1417	-	-	1999
5.	L-2659774	03.01.2014	M/s. Safal Polymers, Pvt. Ltd., Rohtak Road, Kalanaur, Distt. Rohtak - 124113, (Haryana)	Irrigation Equipment- Sprinkler Pipes Part 1, Polyethylene Pipes	14151	01	-	1999
6.	L-2659572	09.01.2014	M/s Nia Plast Pvt. Ltd., 196, Sector - 7, IMT Manesar, Gurgaon (Haryana)	PVC Insulated Cables For Working Voltage up to and Including 1100V	694	-	-	1990

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
7.	L-2656869	13.01.2014	M/s Alpha Aqua Industries, Khasra No.1099, Kila No.20, 11/3-2012, 17/6, Mathura Road, Sarpanch Colony, Faridabad - 121004, (Haryana)	Packaged Drinking Water (Other Than Natural Mineral Water)	14543	-	-	2004
8.	L-2662965	13.01.2014	M/s JayAuto Components Ltd., Khasra No.39/14, 15/1, 17/1, Khanda Road, Village Mohannadpur, Jharsa, Post Kherki Daula, Gurgaon - 122004, (Haryana)	AC Static Watthour Meter	13779	-	-	1999
9.	L-2664969	13.01.2014	M/s. Genius Beverages, Near Old Bus Stand, Village Tigaon, Faridabad - 121101, (Haryana)	Packaged Drinking Water (Other Than Natural Mineral Water)	14543	-	-	2004
10.	L-2661660	27.01.2014	M/s. Jyoti Industries, 2786, HSIIDC, Sector - 59, Faridabad - 121001, (Haryana)	Conduits for Electrical installation Part 3 Rigid Plain Conduits of Insulating Materials	9537	03	-	1983
11.	L-2662864	27.01.2014	M/s. Bawa Piran Ditta Mal Purvish Kumar Saraf, 1461/6, Bhiwani Stand Road, Rohtak - 124001, (Haryana)	Gold & Gold alloy Jewellery/Artefacts - Fineness and Marking	1417	-	-	1999
12.	L-2663058	30.01.2014	M/s Universal Cable Manufacturing Co., Opp. Railway Goods Shed, Faridabad - 122001, (Haryana)	PVC Insulated Cables for Working Voltage up to & including 1100V.	694	-	-	1990
13.	L-2662763	31.01.2014	M/s. A.M. Diamond Pvt. Ltd., Shop No. 2, Aggarwal Market, Sadar Bazar, Gurgaon - 122001, (Haryana)	Gold & Gold alloy - Jewellery/Artefacts - Fineness and Marking	1417	-	-	1999

[No. CMD/13:11]

BINDU KUMAR, Section Officer

नई दिल्ली, 2 मई, 2014

का.आ. 1433.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उप-विनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस सं. सीएम/एल	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा. मा.	भाग	अनु.	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	एल-2669373	13-02-2014	मै. जे एम डी इण्डस्ट्रीज मंज़ावली रोड, गॉव जसाना, जिला फरीदाबाद-121001, (हरियाणा)	द्रवित पैट्रोलियम गैसों के साथ प्रयुक्त घरेलू गैस चूल्हे	4246	-	-	2002
2.	एल-2669979	13-02-2014	मै. आर के पम्पस प्रा.लि., प्लॉट नं. 5, फ्रैण्डस कालौनी ओल्ड फरीदाबाद चौक के पास, फरीदाबाद-121002, (हरियाणा)	निम्जनीय पम्पसेट	8034	-	-	2002
3.	एल-2669070	14-02-2014	मै. श्री करनी ज्वैलस, एफएफ-15, गोल्ड सैक मॉल, ब्लॉक-सी, सुशान्त लोक-1 सैक्टर-43, गुडगॉव - 122002, (हरियाणा)	स्वर्ण एवं स्वर्ण मिश्रधातु, आभूषण/शिल्प वस्तुएं महीनता एवं मुहरांकन	1417	-	-	1999
4.	एल-2671057	14-02-2014	मै. सफल पोलीमर्स प्रा.लि., रोहतक रोड, कलानौर, जिला रोहतक - 124113, (हरियाणा)	सिंचाई उपस्कर-, भाग 2 सहज संयोजी स्प्रिंकलर पाइप -	14151	02	-	2008
5.	एल-2671158	28-02-2014	मै. सिहांग कनस्ट्रक्शन कं., गॉव व डाकघर मीरान, तहसील तोशाम, भिवानी, (हरियाणा)	खड़ंजे के लिए पूर्व ढलित कंक्रीट ब्लॉक	15658	-	-	2006

[सं. सी एम डी /13:11]
बिन्दु कुमार, अनुभाग अधिकारी

New Delhi, the 2nd May, 2014

S.O. 1433.—In pursuance of sub-regulation (5) of the Regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given below in the following schedule :—

SCHEDULE

Sl. No.	Licence No. CM/L	Grant Date	Name and Address of the Licensee	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	L-2669373	13-2-2014	M/s J. M. D. Industries, Manjhawali Road, Village Jasana, Distt. Faridabad - 121001, (Haryana)	Domestic Gas Stoves for use with Liquefied Petroleum Gases	4246	-	-	2002
2.	L-2669979	13-2-2014	M/s. R. K. Pumps Pvt.Ltd., Plot No. 5, Friends Colony, Near Old Faridabad Chowk, Faridabad- 121002, (Haryana)	Submersible Pumpsets	8034	-	-	2002
3.	L-2669070	14.2.2014	M/s. Shree Karni Jewels, FF-15, Gold Souk Mall, Block- C, Sushant Lok-1, Sector- 43 Gurgaon -122002 (Haryana)	Gold & Gold Alloys Jewellery/Artefacts - Fineness and Marking	1417	-	-	1999
4.	L-2671057	14.2.2014	M/s. Safal Polymers, Rohtak Road, Kalanaur, Distt. Rohtak- 124113, (Haryana)	Irrigation Equipment- Sprinkler Pipes Part 2, Quick Coupled Polyethylene Pipes	14151	02	-	2008
5.	L-2671158	28.2.2014	M/s. Sihag Construction Co., V.P.O. Miran, Tehsil Tosham,, Bhiwani, (Haryana)	Precast concrete Blocks for Paving,	15658	-	-	2006

[No. CMD/13:11]

BINDU KUMAR, Section Officer

नई दिल्ली, 2 मई, 2014

का.आ. 1434.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उप-विनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस सं. सीएम/एल	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीषक	भा. मा.	भाग	अनु.	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	एल-2672463	3-3-2014	मै. आर.आर. इण्डस्ट्रीज, गाँव और डाकघर मच्छगर, तहसील बल्लभगढ़, फरीदाबाद-121004 (हरियाणा)	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनिरल जल के अलावा)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
2.	एल-2673364	7-3-2014	मै. एलको प्लस टेकनासेफ, प्लॉट नं. 69, सैक्टर -17, एचएसआईआईडीसी, इण्डस्ट्रीयल इस्टेट, बहादुरगढ़-124505, जिला झज्जर, (हरियाणा)	निजी सुरक्षा उपस्कर भाग 2 सुरक्षा फुटवियर	15298	02	-	2011
3.	एल-2676168	10-3-2014	मै. किसान सेल्स, इन्टरप्राइसिस, अटेली-कनीना रोड, सलीमपुर, अटेली मण्डी, महेन्द्रगढ़ - 123021, (हरियाणा)	सिंचाइ उपस्कर, लेटरलस सिंचाइ के लिए पोलीइथीलीन पाइप्स	12786	-	-	1989
4.	एल-2675671	20-3-2014	मै. स्वास्थिक पाइप्स लि., 41 केएम, दिल्ली-रोहतक रोड, वीपीओ असौदा, जिला झज्जर, (हरियाणा)	सामान्य इंजीनियरी, अनुप्रयोगों के लिए मृदु इस्पात की तार	280	-	-	2006
5.	एल-2675772	20-3-2014	मै. स्वास्थिक पाइप्स लि., 41 केएम, दिल्ली-रोहतक रोड, वीपीओ असौदा, जिला झज्जर, (हरियाणा)	केबिल्स के कवच के, लिए अल्प कार्बन जस्तीकृत इस्पात तारें, आकृति तारें और टेप	3975	-	-	1999

[सं. सी एम डी /13:11]
बिन्दु कुमार, अनुभाग अधिकारी

New Delhi, the 2nd May, 2014

S.O. 1434.—In pursuance of sub-regulation (5) of the Regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licences No. CM/L	Grant Date	Name and Address of the Licensee	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	L-2672463	3-3-2014	M/s R.R. Industries, Village & Post Machhgar, Tehsil Ballabgarh, Faridabad - 121004, Haryana	Packaged Drinking Water (Other Than Natural Mineral Water)	14543	-	-	2004
2.	L-2673364	7-3-2014	M/s. Alko Plus Technosafe Plot No.69, Sector-17, HSIIDC Industrial Estate, Distt. Jhajjar, Haryana	Safety, Protective & Occupational Footwear for Professional use	15298	02	-	2011

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
3.	L-2676168	10.3.2014	M/s. Kisan Sales, Enterprises, Ateli-Kanina Road, Salimpur, Ateli Mandi, Mahendergarh -123021, Haryana	Irrigation Equipment Polyethylene Pipes for Irrigation Laterals	12786	-	-	1989
4.	L-2675671	20.3.2014	M/s. Swastik Pipes Ltd., 41 KM, Delhi-Rohtak Road, VPO Asauda, Distt. Jhajjar, Haryana	Mild Steel Wire for General Engg., Purpose	280	-	-	2006
5.	L-2675772	20.3.2014	M/s. Swastik Pipes Ltd., 41 KM, Delhi-Rohtak Road, VPO Asauda, Distt. Jhajjar, Haryana	Low Carbon Galvanized Steel Wires, Formed Wires and Tapes for Armouring of Cables	3975	-	-	1999

[No. CMD/13:11]

BINDU KUMAR, Section Officer

नई दिल्ली, 2 मई, 2014

का.आ. 1435.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम (5) के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया हैं:—

अनुसूची

क्र. सं.	लाइसेंस सं सी एम/एल.	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
1	2	3	4	5
1.	एल-9408178	मै. जे.एस. कैमिकल्स, 19-ए, संजय कालोनी, सैक्टर -22, फरीदाबाद -121005, (हरियाणा)	फिनोलिक टाईप रोगाणुनाशी प्रवाह 1061: 1997	11-10-2013

[सं. सी एम डी/13:13]

बिन्दु कुमार, अनुभाग अधिकारी

New Delhi, the 2nd May, 2014

S.O. 1435.—In pursuance of sub-regulation (6) of Regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled /suspended with effect from the date indicated against each :—

SCHEDULE

Sl. No.	Licence CM/L-	Name & Address of the Licensee	Article/Process with relevant Indian Standard covered by the licence cancelled/suspension	Date of Cancellation
1	2	3	4	5
1.	L-9408178	M/s. J.S. Chemicals, 19-A, Sanjay Colony, Sector-22, Faridabad- 121005 (Haryana)	Disinfectant Fluids, Phenolic Type	11-10-2013

[No. CMD/13:13]

BINDU KUMAR, Section Officer

नई दिल्ली, 8 मई, 2014

का.आ. 1436.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं।

अनुसूची

क्रम सं	लाइसेंस सं सं	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाव व पता	भारतीय मानक का शीर्ष	भा.मा.सं (भाग/ अनुभाग) : वर्ष
1	2	3	4	5	6
1.	4721157	2014.04.01	मेसर्स श्री मुरली एक्वा टेक्नोलोजिस एस एफ सं. 289/1ए, इलयामुत्र पूर्व, पेरुमलपुदुर, पोन्नीकट्टैरै रोड, इलयामुत्र पोस्ट, उड्डमलपेट तालुक, तिरुप्पुर-642 154	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543: 2004
2.	4722058	2014.04.01	मेसर्स मनीष गैस अप्लायन्सेस प्रायवेट लिमिटेड एस एफ सं. 635/भाग II, चेट्टीपालयम, कुरिची गाँव, ईचनारी, कोयम्बत्तूर-641 021	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त घरेलू गैस चूल्हे	IS 4246: 2002
3.	4722765	2014.04.03	मेसर्स असोका अलॉय्स एस एफ सं. 344, नीलाम्बूर, मुतुगौन्डनपुदुर पोस्ट, कोयम्बत्तूर-641 406	कॉर्बन एवं कॉर्बन मेंगनीस संरचना इस्पात की धातु आर्क वेल्डिंग के लिए आवरित इलैक्ट्रोड	IS 814: 2004
4.	4723868	2014.04.04	मेसर्स आइडियल एक्वा वाटर एस एफ सं. 251/3-ए, नया सं. 86, रेलवे लाइन (दक्षिण), लक्ष्मीपुरम, गणपति, कोयम्बत्तूर-641 006	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543: 2004
5.	4725266	2014.04.08	मेसर्स कीर्तिलाल कालिदास ज्वेलर्स प्रायवेट लिमिटेड, 913-917, क्रॉस कट रोड, गाँधीपुरम, कोयम्बत्तूर-641 012	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी- शुद्धता एवं मुहरांकन	IS 1417: 1999

1	2	3	4	5	6
6.	47252670	2014.04.10	मेसर्स बेस्ट इंजीनियर्स पम्प्स प्रायवेट लिमिटेड, 59-B, तडागम रोड, वेलान्डीपालयम पोस्ट, कोयम्बत्तूर-641 025	स्वच्छ ठंडे पानी के लिए अपकेन्द्रीय पुनरुत्पादक पम्प	IS 8472: 1998
7.	4726369	2014.04.11	मेसर्स वासवी तंगा मालिगै 228, मैसूर ट्रॅक रोड, सत्यामंगलम तालुक, सत्यामंगलम, ईरोड-638 402	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहारांकन	IS 1417: 1999
8.	4727270	2014.04.15	मेसर्स फोकसन एनर्जी सिस्टम एस एफ सं. 2/388-ए, इरुगुर रोड, चिन्नियमपालयम, कोयम्बत्तूर-641 062	सौर सपाट पट्टिका संग्राहक- भाग 1 – अपेक्षाएँ	IS 12933(भाग 1): 2003
9.	4728676	2014.04.21	मेसर्स मनीष गैस अप्लायन्सेस प्रायवेट लिमिटेड एस एफ सं. 635/भाग II, चेट्टीपालयम, कुरिची गाँव, ईचनारी, कोयम्बत्तूर-641 021	घरेलू बिजली के खाद्य-पदार्थ के मिक्सर (पीस कर तरल करने वाला एवं पिसनहारा)	IS 4250: 1980
10.	4731362	2014.04.22	मेसर्स रिको अप्लायन्सेस एस एफ सं. 352/4, शास्ता नगर एस.आई.एच.एस कोलनी, सिंगनल्लूर, कोयम्बत्तूर-641 014	पिटवॉ एल्युमिनियम के बर्तन	IS 1660: 2009
11.	4728777	2014.04.22	मेसर्स शिव शक्ति मिनरल वाटर्स 13-A/1, सेंगुन्दर नगर, सती मुख्य सड़क पेरिया सेमुर पंचायत एवं पोस्ट, ई रोड-638 004	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543: 2004
12.	4733063	2014.04.30	मेसर्स जयश्री एन्टरप्रायसेस 1, नबी नगर, (570-A/2, कुरिची गाँव), चेट्टीपालयम रोड, पोतन्नूर, मदुक्करै ब्लॉक, कोयम्बत्तूर (दक्षिण) तालुक, कोयम्बत्तूर-641 023	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543: 2004

[सं. सी एम डी/13:11]
एम. सदाशिवम, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 8th May, 2014

S.O. 1436.—In pursuance of sub-regulation (5) of Regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (factory) of the Party	Title of the Standard	IS No./Part/Sec./Year
1	2	3	4	5	6
1.	4721157	2014.04.01	M/s. Shri Murali Aqua Technologies, SF No. 289/1A, Elayamuthur East, Perumalpudhur, Ponnikattithurai Road, Elayamuthur (P.O.), Udumalpet (Tk), Tiruppur-642154	Packaged Drinking Water (Other Than Packaged Natural Mineral Water)	IS 14543: 2004

1	2	3	4	5	6
2.	4722058	2014.04.01	M/s. Maneesh Gas Appliances Private Limited, SF No. 635/Part II, Chettipalayam Main Road, Kurichi Village, Echanari, Coimbatore - 641 021	Domestic Gas Stoves for use with Liquefied Petroleum Gases	IS 4246 : 2004
3.	4722765	2014.04.03	M/s. Asoka Alloys SF No. 344, Neelambur Muthugoundenpudur (P.O.) Coimbatore - 641 406	Covered electrodes for manual metal arc welding of carbon and carbon manganese steel	IS 814 : 2004
4.	4723868	2014.04.04	M/s. Ideal Aqua Water SF No. 251/3-A New No. 86, Railwayline (South), Lakshmpuram, Ganapathy, Coimbatore - 641 006.	Packaged Drinking Water (Other Than Packaged Natural Mineral Water)	IS 14543 : 2004
5.	4725266	2014.04.08	M/s. Kirtilal Kalidas Jewellers Pvt. Ltd. 913-917, Cross Cut Road, Gandhipuram, Coimbatore - 641 012	Gold and Gold alloy Jewellery/Artefacts - Fineness and Marking	IS 1417 : 1999
6.	4725670	2014.04.10	M/s. Best Engineers Pumps Pvt. Ltd. 59/B, Thadagam Road, Velandipalayam (P.O.) Coimbatore - 641 025	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
7.	4725369	2014.04.11	M/s. Vasavi Thanga Maaligai 228, Mysore Trunk Road, Sathyamangalam Taluk, Sathyamangalam, Erode - 638 402	Gold and Gold alloy Jewellery/Artefacts - Fineness and Marking	IS 1417 : 1999
8.	4727270	2014.04.15	M/s. Focusun Energy Systems SF No. 2/388-A, Irugur Road, Chinniampalayam, Coimbatore - 641 062	Solar Flat Plate Collector - Part 1 - Requirements	IS 12933(Part 1) : 2003
9.	4728676	2014.04.21	M/s. Maneesh Gas Appliances Private Limited, SF No. 635/Part II, Chettipalayam Main Road, Kurichi Village, Echanari, Coimbatore - 641 021	Specification for Domestic Electric Food - Mixers (Liquidizes and Grinders)	IS 4250 : 1980
10.	4731362	2014.04.22	M/s. RIICO Appliances SF No. 352/4, Sastha Nagar, SIHS Colony, Singanallur, Coimbatore - 641 014	Wrought Aluminium Utensils	IS 1660 : 2009
11.	4728777	2014.04.22	M/s. Siva Sakthi Mineral Waters 13-A/1, Sengunthar Nagar, Sathy Main Road, Periya Semur Panchayat & P. O., Erode - 638 004.	Packaged Drinking Water (Other Than Packaged Natural Mineral Water)	IS 14543 : 2004

1	2	3	4	5	6
12.	4733063	2014.04.30	M/s.Jeyasri Enterprises 1, Nabi Nagar, (570-A/2, Kurichi Village), Chettipalayam Road, Pothanoor, Madukarai Block, Coimbatore (South) Taluk, Coimbatore - 641 023.	Packaged Drinking Water (Other Than Packaged Natural Mineral Water)	IS 14543 : 2004

[No. CMD/13:11]

M. SADASIVAM, Scientist 'F' & Head

नई दिल्ली, 8 मई, 2014

का.आ. 1437.—भारतीय मानक व्यूरो (प्रमाणन) विनियम, 1988 के विनियमन 5 के उप-विनियमन (6) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/स्थगित कर दिया गया है :-

अनुसूची

क्र. सं.	लाइसेंस सं. सी एम/एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
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अप्रैल 2014 – शून्य

[सं. सी एम डी/13:13]

एम. सदाशिवम, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 8th May, 2014

S.O. 1437.—In pursuance of sub-regulation (6) of the Regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled /suspended with effect from the date indicated against each :—

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/Process with relevant Indian Standard covered by the licence	Date of Cancellation cancelled/suspension
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APRIL 2014-NIL

[No. CMD/13:13]

M. SADASIVAM, Scientist 'F' & Head

नई दिल्ली, 15 मई, 2014

का.आ. 1438.—भारतीय मानक व्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं।

अनुसूची

क्रम सं	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	स्थापित तिथि	भारतीय मानक (कों) जो कि रद्द होने हैं, अगर हैं, रद्द होने की तिथि की संख्या वर्ष और शीर्षक	
(1)	(2)	(3)	(4)	(5)
1.	आई एस 2716 : 2013 माइरोबालान निष्कर्षण- विशिष्टि (दूसरा पुनरीक्षण)	15 मई, 2014	आई एस 2716 : 1972	15 मई, 2014
2.	आई एस 2753 (भाग 2) : 2014 उपचारित लकड़ी और उपचार करने वाले घोल में परिक्षकों के आकलन की पद्धतियाँ भाग 2 तॉबा (तॉबे के कार्बनिक पिरक्षक लवणों में) ज्ञात करना (दूसरा पुनरीक्षण)	15 मई, 2014	आई एस 2753 (भाग 2): 1991	15 मई, 2014
3.	आई एस 3967 : 2013 कच-विशिष्टि (दूसरा पुनरीक्षण)	15 मई, 2014	आई एस 3967 : 1975	15 मई, 2014
4.	आई एस 3968 : 2013 वैटल छाल-विशिष्टि (पहला पुनरीक्षण)	15 मई, 2014	आई एस 3968 : 1967	15 मई, 2014
5.	आई एस 3969 : 2013 गौरान छाल-विशिष्टि (दूसरा पुनरीक्षण)	15 मई, 2014	आई एस 3969 : 1975	15 मई, 2014
6.	आई एस 4169 : 2014 आई एस ओ 376 : 2011 धात्विक सामग्रियों-एकाक्षीय परीक्षण मशीनों के सत्यापन में प्रयुक्त बल प्रमाणन उपकरणों के अंशशोधन की पद्धति (दूसरा पुनरीक्षण)	15 मई, 2014	NA	NA
7.	आई एस 5127 : 2013 बबूल की छाल-विशिष्टि (पहला पुनरीक्षण)	15 मई, 2014	आई एस 5127 : 1969	15 मई, 2014
8.	आई एस 5128 : 2013 अवारैम छाल-विशिष्टि (पहला पुनरीक्षण)	15 मई, 2014	आई एस 5128 : 1969	15 मई, 2014
9.	आई एस 5298 : 2013 आसवन रेंज और आसवन उपज का निर्धारण करने की विधि-विशिष्टि (दूसरा पुनरीक्षण)	15 मई, 2014	आई एस 5298 : 1983	15 मई, 2014
10.	आई एस 35465 : 2013 सोनाली छाल-विशिष्टि (पहला पुनरीक्षण)	15 मई, 2014	आई एस 5465 : 1969	15 मई, 2014

(1)	(2)	(3)	(4)	(5)
11.	आई एस 6357 : 2013 चमड़ा फेटलीकूरिंग के लिए सल्फेटिड तेल-विशिष्टि (पहला पुनरीक्षण)	15 मई, 2014	आई एस 6357 : 1971	15 मई, 2014
12.	आई एस 8601 : 2013 चर्मशोधन उद्योग के लिए मोइरेबालान नट (पूरे और कुचले हुए)-विशिष्टि (पहला पुनरीक्षण)	15 मई, 2014	आई एस 8601 : 1977	15 मई, 2014
13.	आई एस 9004 : 2013 इमली के बीजों को बीजाकरण- विशिष्टि (पहला पुनरीक्षण)	15 मई, 2014	आई एस 9004 : 1978	15 मई, 2014
14.	आई एस 9833 : 2014 खाद्य सामग्री, औषधियों और पेयजल के सम्पर्क में आने वाले प्लास्टिक्स में इस्तेमाल होने वाले कलरांट्स एवं पिग्मेंट्स की निश्चित सूची (पहला पुनरीक्षण)	15 मई, 2014	NA	NA
15.	आई एस 10032 : 2013 फॉउण्ड्री में प्रयोगार्थ आर्गेनिक नो बेक (सेल्फ सेटिंग) बाईंडर- विशिष्टि (पहला पुनरीक्षण)	15 मई, 2014	आई एस 10032 : 1981	15 मई, 2014
16.	आई एस 11987 : 2013 चमड़े की फिनिशिंग के लिए बेक्स-इमल्शन-विशिष्टि (पहला पुनरीक्षण)	15 मई, 2014	आई एस 11987 : 1986	15 मई, 2014
17.	आई एस /आई एस ओ 12643-1 : 2009 आलेखी प्रौद्योगिकी-आलेखी प्रौद्योगिकी उपस्कर एवं पद्धतियों की सुरक्षात्मक अपेक्षाएँ भाग 1 सामान्य अपेक्षाएँ	15 मई, 2014	NA	NA
18.	आई एस /आई एस ओ 12643-2 : 2010 आलेखी प्रौद्योगिकी-आलेखी प्रौद्योगिकी उपस्कर एवं पद्धतियों की सुरक्षात्मक अपेक्षाएँ भाग 2 प्रीपेस एवं प्रेस उपस्कर पद्धतियों	15 मई, 2014	NA	NA
19.	आई एस /आई एस ओ 12643-3 : 2010 आलेखी प्रौद्योगिकी-आलेखी प्रौद्योगिकी उपस्कर एवं	15 मई, 2014	NA	NA

(1)	(2)	(3)	(4)	(5)
	पद्धतियों की सुरक्षात्मक अपेक्षाएँ भाग 3 बाइर्डिंग एवं फिनिशिंग उपस्कर तथा पद्धतियां			
20.	आई एस /आई एस ओ 12643-4 : 2010 आलेखी प्रौद्योगिकी-आलेखी प्रौद्योगिकी उपस्कर एवं पद्धतियों की सुरक्षात्मक अपेक्षाएँ भाग 4 कनर्टिंग उपस्कर तथा पद्धतियां	15 मई, 2014	NA	NA
21.	आई एस /आई एस ओ 12643-5 : 2010 आलेखी प्रौद्योगिकी-आलेखी प्रौद्योगिकी उपस्कर एवं पद्धतियों की सुरक्षात्मक अपेक्षाएँ भाग 5 स्टैण्ड-एलोन प्लेटन प्रैसिस	15 मई, 2014	NA	NA
22.	आई एस /आई एस ओ/टी आर 12885 : 2008 नैनों प्रौद्योगिकी-नैनों प्रौद्योगिकी से संबद्ध व्यवसायिक यूनिटों में स्वास्थ्य एवं सुरक्षा रीतियां	15 मई, 2014	NA	NA
23.	आई एस /आई एस ओ/टी आर 13121 : 2011 नैनों प्रौद्योगिकी-नैनों सामग्री के जोखिम का मूल्यांकन	15 मई, 2014	NA	NA
24.	आई एस 13606 : 2013 चमड़ा प्रक्रमण के लिए सर्शिलष्ट सल्फोक्लोरोनकृत वसाद्रव-विशिष्टि (पहला पुनरीक्षण)	15 मई, 2014	आई एस 13606 : 1993	15 मई, 2014
25.	आई एस /आई एस ओ 14005 : 2010 पर्यावरणीय प्रबंधन प्रणालियों- पर्यावरणीय निष्पादन मूल्यांकन के उपयोग सहित पर्यावरणीय प्रबंधन प्रणाली का चयनबद्ध कार्यान्वयन के लिए दिशानिर्देश	15 मई, 2014	NA	NA
26.	आई एस /आई एस ओ 14051 : 2010 पर्यावरणीय प्रबंधन-सामग्री प्रवाह लागत लेखांकन-सामन्य ढांचा	15 मई, 2014	NA	NA

(1)	(2)	(3)	(4)	(5)
27.	आई एस 14488 : 2013 चमड़े के लिए सलफाइटेड वसाद्रव- विशिष्टि (पहला पुनरीक्षण)	15 मई, 2014	आई एस 14488 : 1998	15 मई, 2014
28.	आई एस 16114 : 2013 3-सायनोपिरीडीन-विशिष्टि	15 मई, 2014	NA	NA
29.	आई एस 16154 : 2014 जल में घुलनशील फिल्म- विशिष्टि	15 मई, 2014	NA	NA
30.	आई एस /आई एस ओटी एस 80004-1 : 2010 नैनों प्रौद्योगिकी-शब्दावली भाग 1 कोर शब्दावली	15 मई, 2014	NA	NA
31.	आई एस /आई एस ओटी एस 80004-3 : 2010 नैनों प्रौद्योगिकी-शब्दावली भाग 3 कार्बन नैनों वस्तुएँ	15 मई, 2014	NA	NA
32.	आई एस / आई एस ओ 80000-4 : 2006 मात्रा एवं इकाइयों भाग 4 यांत्रिकी	15 मई, 2014	आई एस 1890 (भाग 3) : 1995/आई एस ओ 31-3 : 1992	15 मई, 2014
33.	आई एस / आई एस ओ 80000-5 : 2007 मात्रा एवं इकाइयों भाग 5 ऊष्मा गतिक	15 मई, 2014	आई एस 1890 (भाग 4) : 1995/आई एस ओ 31-4 : 1992	15 मई, 2014

इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यूरों, मानक भवन, 9, बहादुरशाह जफर मार्ग, नई दिल्ली 110002 क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis.in> द्वारा इंटरनेट पर खरीदा जा सकता है।

[संदर्भ: पीयूबी/जीएन-1/V-II]
कला एम. वरियर, निदेशक (विदेशी भाषा और प्रकाशन)

New Delhi, the 15th May, 2014

S.O. 1438.—In pursuance of Clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the second column of Schedule hereto annexed has been established on the date indicated against it in third column. The particulars of the standards, if any, which are given in the fourth column shall also remain in force concurrently till they are cancelled on the date indicated against them in the fifth column.

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	Date of Establishment	No. & Year of the Indian Standards to be cancelled, if any	Date of cancellection
(1)	(2)	(3)	(4)	(5)
1.	IS 2716:2013 Myrobalan Extract-specification (Second Revision)	15 May, 2014	IS 2716:1972	15 May, 2014

(1)	(2)	(3)	(4)	(5)
2.	IS 2753 (Part 2) : 2014 Method for estimation of Preservatives in treated timber and in treating solutions Part 2 Determination of copper (in copper organic preservative salt) (Second Revision)	15 May 2014	IS 2753 (Part 3) : 1991	15 May 2014
3.	IS 3967 : 2013 Specification (Second Revision)	15 May 2014	IS 3967 : 1975	15 May 2014
4.	IS 3968 : 2013 Wattle Bark-Specification (First Revision)	15 May 2014	IS 3968 : 1967	15 May 2014
5.	IS 3969 : 2013 GORAN Bark-Specification (Second Revision)	15 May 2014	IS 3969 : 1975	15 May 2014
6.	IS 4169 : 2014 Metallic Materials-Calibration of Force Proving Instruments used for the verification of Uniaxial Testing Machines (Second Revision)	15 May 2014	NA	NA
7.	IS 5127 : 2013 Babul Bark-Specification (First Revision)	15 May 2014	IS 5127 : 1969	15 May 2014
8.	IS 5128 : 2013 AVARAM Bark-Specification (First Revision)	15 May 2014	IS 5128 : 1969	15 May 2014
9.	IS 5298 : 2013 Method for determination of distillation range and distillation yield (Second Revision)	15 May 2014	IS 5298 : 1983	15 May 2014
10.	IS 5465 : 2013 Sonali Bark-Specification (First Revision)	15 May 2014	IS 5465 : 1969	15 May 2014
11.	IS 6357 : 2013 Sulphated oil for leather fatliquoring-Specification (First Revision)	15 May 2014	IS 6357 : 1971	15 May 2014
12.	IS 8601 : 2013 Myrobalan nuts (whole and crushed) for tanning industry- specification (First Revision)	15 May 2014	IS 8601 : 1977	15 May 2014
13.	IS 9004 : 2013 Tamarind seed testa-specification (First Revision)	15 May 2014	IS 9004 : 1978	15 May 2014

(1)	(2)	(3)	(4)	(5)
14.	IS 9833 : 2014 List of pigments and colorants for use in plastics in contact with foodstuffs, pharmaceuticals and drinking water (First Revision)	15 May 2014	NA	NA
15.	IS 10032 : 2013 Organic no blake (self setting binders for use in foundries- Specification (First Revision)	15 May 2014	IS 10032 : 1981	15 May 2014
16.	IS 11987 : 2013 Wax Emulsion for leather finishing- Specification (First Revision)	15 May 2014	IS 11987 : 1986	15 May 2014
17.	IS /ISO 12643-1 : 2009 Graphic technology- Safety requirements for graphic technology equipment and systems-Part 1 : General requirements	15 May 2014	NA	NA
18.	IS /ISO 12643-2 : 2010 Graphic technology- Safety requirements for graphic technology equipment and systems-Part 2 : Prepress and press equipments and systems	15 May 2014	NA	NA
19.	IS /ISO 12643-3 : 2010 Graphic technology- Safety requirements for graphic technology equipment and systems-Part 3 : Binding and finishing equipment and systems	15 May 2014	NA	NA
20.	IS /ISO 12643-4 : 2010 Graphic technology- Safety requirements for graphic technology equipment and systems-Part 4 : Converting equipments and systems	15 May 2014	NA	NA
21.	IS /ISO 12643-5 : 2010 Graphic technology- Safety requirements for graphic technology equipment and systems-Part 4 : Stand-alone platen presses	15 May 2014	NA	NA

(1)	(2)	(3)	(4)	(5)
22.	IS/ISO/TR 12885 : 2008 Nanotechnologies - Health and safety practices in occupational settings relevant to nanotechnologies	15 May 2014	NA	NA
23.	IS/ISO/TR 13121 : 2011 Nanotechnologies - Nanomaterials risk evaluation	15 May 2014	NA	NA
24.	IS/13606 : 2013 synthetic sulphochlorinated fatliquors for leather processing- specification (First Revision)	15 May 2014	IS/13606 : 1993	15 May 2014
25.	IS/ISO 14005 : 2010 Environmental Management Systems -Guidelines for the phased implementation of an Environmental Management System, including the use of environmental performance evaluation	15 May 2014	NA	NA
26.	IS/ISO 14051 : 2011 Environmental Management Material -Flow Cost Accounting- General Framework	15 May 2014	NA	NA
27.	IS / 14488 : 2013 Sulphited fatliquors for leather- specification (First Revision)	15 May 2014	IS / 14488 : 1998	15 May 2014
28.	IS 16114 : 2013, 3- Cyanopyridine - specification	15 May 2014	NA	NA
29.	IS 16154 : 2014 Water soluble film - specification	15 May 2014	NA	NA
30.	IS/ISO/TS 80004-1 : 2010 Nanotechnologies - Vocabulary Part 1 Core Terms	15 May 2014	NA	NA
31.	IS/ISO/TS 80004-3 : 2010 Nanotechnologies - Vocabulary Part 3 Carbon nano objects	15 May 2014	NA	NA
32.	IS/ISO/80000-4 : 2006 Quantities and Units Part 4 Mechanics	15 May 2014	IS / 1890 (Part 3) : 1995/ISO 31-3 : 1992	15 May 2014
33.	IS/ISO/80000-5 : 2007 Quantities and Units Part 5 Thermodynamics	15 May 2014	IS / 1890 (Part 4) : 2001/ISO 31-4 : 1992	15 May 2014

Copies of these standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Kochi.

[Ref. PUB/GN-1/V-II]

KALA M. VARIAR, Director (Foreign Languages & Publication)

कोयला मंत्रालय

नई दिल्ली, 5 मई, 2014

का.आ. 1439.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन जारी भारत के राजपत्र, (साप्ताहिक) के भाग-II, खण्ड-3, उप-खण्ड (ii), तारीख 16 जून से 22 जून, 2013 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 1163, तारीख 21 जून, 2013 द्वारा उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि के 200.000 हेक्टर (लगभग) या 494.20 एकड़ (लगभग) में, कोयले के पूर्वेक्षण करने के अपने आशय की सूचना दी थी ;

और केन्द्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि के एक भाग में कोयला अभिप्राप्त है।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में वर्णित 128.658 हेक्टर या 317.92 एकड़ माप की भूमि उक्त भूमि में या उस पर के सभी अधिकारों के साथ, का अर्जन करने के अपने आशय की सूचना देती है :

1. इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्या एसईसीएल/बीएसपी/सीजीएम(पीएलजी)/भूमि/451, तारीख 20 दिसम्बर, 2013 का निरीक्षण कलेक्टर, शहडोल, मध्य प्रदेश, के कार्यालय में या कोयला नियंत्रक, 1, कांउसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व अनुभाग), सीपत रोड, बिलासपुर -495006, छत्तीसगढ़ के कार्यालय में किया जा सकता है।

2. उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध है :—

अर्जन की बाबत आपत्तियाँ :

“8(1) कोई व्यक्ति, जो किसी भूमि में जिसकी बाबत् धारा 7 की उपधारा (1) के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण : इस धारा के अर्थात् यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी, आपत्तिकर्ता को स्वयं सुने जाने, विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्टें केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होगा, यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।”

3. केन्द्रीय सरकार द्वारा कोयला नियंत्रक, 1, कांउसिल हाउस स्ट्रीट, कोलकाता-700001, को उक्त अधिनियम की धारा 3 के अधीन अधिसूचना संख्या का.आ. 905, तारीख 20 मार्च, 1987 द्वारा भारत के राजपत्र के भाग-II, खण्ड-3, उप-खण्ड (ii), तारीख 4 अप्रैल, 1987 में प्रकाशित द्वारा सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

बटुरा ब्लॉक विस्तार-II, सोहागपुर क्षेत्र

जिला-शहडोल, मध्य प्रदेश

[रेखांक संख्या एसईसीएल/बीएसपी/सीजीएम(पीएलजी)/भूमि/451, तारीख 20 दिसम्बर, 2013]

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पटवारी हल्का नम्बर	बंदोबस्त संख्या	तहसील	जिला	क्षेत्र (हेक्टर में)	टिप्पणी
1.	रामपुर	107	890	सोहागपुर	शहडोल	128.658	भाग
कुल : 128.658 हेक्टर या 317.92 एकड़							

1. ग्राम रामपुर (भाग) में अर्जित किए जाने वाले प्लॉट संख्याः

150 से 164, 206(भाग), 315, 320 से 351, 352 (भाग), 353 (भाग), 354 से 365, 368 (भाग), 369 (भाग), 370 से 396, 397 (भाग), 398 से 431, 432(भाग), 436 से 442, 443(भाग), 445 (भाग), 453 (भाग), 454 से 458, 459(भाग), 460, 461, 528(भाग), 529, 530(भाग), 553(भाग), 554, 556 से 760, 768 से 775, 779 से 781, 787 से 800, 804 (भाग), 805 से 820, 829 से 847, 857, 858, 859(भाग), 3303, 3304, 3329 ।

सीमा वर्णनः—

क-ख रेखा बिन्दु “क” से आरम्भ होती है और ग्राम रामपुर के प्लॉट संख्या-397, 459 से होकर 460, 461 के दक्षिणी सीमा, 453, 445, 443 से 436 के दक्षिणी सीमा, 432 से, 422 के दक्षिणी सीमा, 528, 530, 553 से, 553, 554, 556, 557 के दक्षिणी सीमा से होती हुई ग्राम रामपुर के दक्षिणी सीमा पर बिन्दु “ख” पर मिलती है ।

ख-ग रेखा बिन्दु “ख” से आरम्भ होती है और ग्राम रामपुर के भागतः दक्षिणी सीमा 627, 630, 631, 638, 639, 641 के पूर्वी सीमा, 859 से, 857, 847, 829, 830, 820 के पूर्वी सीमा, 804 से, 800, 787, 788, 781, 779, 775, 771, 768 के पूर्वी सीमा से होती हुई बिन्दु “ग” पर मिलती है ।

ग-घ रेखा बिन्दु “ग” से आरम्भ होती है और ग्राम रामपुर के प्लॉट संख्या 768, 769, 759, 760, 744, 743, 742, 315, 736, 320 के उत्तरी सीमा 206 के पूर्वी सीमा, 206 से, 164 के उत्तरी सीमा, 151, 150 के पूर्वी सीमा 150 के उत्तरी सीमा ग्राम रामपुर के भागतः पश्चिमी सीमा से गुजरती हुई बिन्दु “घ” पर मिलती है ।

घ-क रेखा बिन्दु “घ” से आरम्भ होती है और ग्राम रामपुर के प्लॉट संख्या 353, 369, 368, 397 से गुजरती हुई आर्थिक बिन्दु “क” पर मिलती है ।

[सं. 43015/37/2012-पीआरआईडब्ल्यू-I]

दोमिनिक डुंगडुंग, अवर सचिव

MINISTRY OF COAL

New Delhi, the 5th May, 2014

S.O. 1439.—Whereas, by the notification of the Government of India in the Ministry of Coal number S.O. 1163 dated 21st June, 2013 issued under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India(weekly), Part-II, Section 3, Sub-section (ii) dated June 16 to June 22, 2013, the Central Government gave notice of its intention to prospect for coal in 200.000 hectares (approximately) or 494.20 acres (approximately) of the lands in the locality specified in the schedule annexed to that notification;

And, whereas, the Central Government is satisfied that coal is obtainable in a part of the said land described in the Schedule appended to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the land measuring 128.658 hectares or 317.92 acres with all rights in or over the said land described in the schedule appended hereto:

1. The plan bearing number SECLI/BSP/ CGM(PLG)/ LAND/ 451 dated the 20th December, 2013 of the area covered by this notification may be inspected in the Office of the Collector, Shahdol, Madhya Pradesh or in the Office of the Coal Controller, 1, Council House Street, Kolkata - 700001 or in the Office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur, 495006, Chhattisgarh.

2. Attention is hereby invited to the provisions of section 8 of the said Act which provides as follows:-

Objection to Acquisition:

"8(1) Any person interested in any land in respect of which a notification under sub-section (1) of section 7 has been issued, may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or any rights in or over such land.

Explanation : It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

(2) Every Objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either makes a report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.

(3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act".

3. The Coal Controller, 1, Council House Street, Kolkata, 700001, has been appointed by the Central Government as the Competent Authority under section 3 of the said Act, vide notification number S.O. 905, dated the 20th March, 1987, published the Gazette of India, in Part II, section 3, sub-section (ii) dated the 4th April, 1987.

SCHEDULE

Batura Block Extension-II, Sohagpur Area

District- Shahdol, Madhya Pradesh

[Plan bearing number SECL/BSP/CGM(PLG)/LAND/451 dated the 20th December, 2013]

All Rights:

Sl. No.	Name of Village	Patwari halka number	Bando-bast number	Tahsil	District	Area in hectares	Remarks
1.	Rampur	107	890	Sohagpur	Shahdol	128.658	Part
Total :						128.658 hectares or 317.92 acres	

1. Plot Numbers to be acquired in village Rampur (Part): 150 to 164, 206(P), 315, 320 to 351, 352(P), 353(P), 354 to 365, 368(P), 369(P), 370 to 396, 397(P), 398 to 431, 432(P), 436 to 442, 443(P), 445(P), 453(P), 454 to 458, 459(P), 460, 461, 528(P), 529, 530(P), 553(P), 554, 556 to 760, 768 to 775, 779 to 781, 787 to 800, 804(P), 805 to 820, 829 to 847, 857, 858, 859(P), 3303, 3304, 3329.

Boundary description:

- A-B Line starts from point 'A' and passes in village Rampur through plot number 397, 459, along southern boundary of plot number 460, 461, through 453, 445, 443, along southern boundary of plot number 436, through 432, along southern boundary of plot number 422, through 528, 530, 553, along southern boundary of plot number 553, 554, 556, 557 and meets at point 'B' on the southern boundary of village Rampur.
- B-C Line starts from point 'B' and passes along partly southern boundary of village Rampur, eastern boundary of plot number 627, 630, 631, 638, 639, 641, through 859, along eastern boundary of plot number 857, 847, 829, 830, 820, through 804, along eastern boundary of plot number 800, 787, 788, 781, 779, 775, 771, 768, and meets at point 'C'.
- C-D Line starts from point 'C' and passes in village Rampur along northern boundary of plot number 768, 769, 759, 760, 744, 743, 742, 315, 736, 320, eastern boundary of plot number 206, through 206, along northern boundary of plot number 164, eastern boundary of plot number 151, 150, northern boundary of plot number 150, partly western boundary of village Rampur and meets at point 'D'.
- D-A Line starts from Point 'D' and passes in Village Rampur through plot number 353, 369, 368, 397 and meets at starting Point 'A'.

[No. 43015/37/2012-PRIW-I]
DOMINIC DUNGDUNG, Under Secy.

नई दिल्ली, 5 मई, 2014

का.आ. 1440.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में कोयला अभिप्राप्त होने की संभावना है ;

और रेखांक संख्या एसईसीएल/बीएसपी/सीजीएम(पीएलजी)/भूमि/447, तारीख 16 सितम्बर, 2013 का जिसमें उक्त अनुसूची में वर्णित भूमि क्षेत्र के ब्यौरे अन्तर्विष्ट है, निरीक्षण कलेक्टर, जिला कोरबा, छत्तीसगढ़ के कार्यालय में या कोयला नियंत्रक, 1, कांडसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व अनुभाग), सीपत रोड, बिलासपुर -495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पूर्वोक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है ;

उपरोक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन की अवधि के भीतर भारसाथक अधिकारी या विभागाध्यक्ष (राजस्व), साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर -495006 (छत्तीसगढ़) से –

(i) उक्त अधिसूचना की धारा 4 की उप-धारा (3) के अधीन की गई किसी कार्रवाई से हुई या सम्भवतः होने वाली किसी क्षति के लिये उक्त अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा ; या

(ii) उक्त अधिनियम की धारा 13 की उप-धारा (1) के अधीन पूर्वेक्षण अनुज्ञितियों के प्रभावहीन होने की बाबत या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन खनन पट्टे प्रभावहीन होने के लिये प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उपधारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों की बाबत उपगत व्यय को उपदर्शित करने के लिये पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को परिदृष्ट कर सकेगा ।

अनुसूची

कोरकोमा ब्लॉक, कोरबा क्षेत्र, जिला -कोरबा, छत्तीसगढ़

[रेखांक संख्या एसईसीएल/बीएसपी/सीजीएम(पीएलजी)/भूमि/447, तारीख 16 सितम्बर, 2013]

क्रम सं.	ग्राम का नाम	ग्राम नम्बर	पटवारी हल्का संख्या	तहसील	जिला	क्षेत्र (हेक्टर में)	टिप्पणी
1.	बुंदेली	अनसर्वेंड	23	कोरबा	कोरबा	250.000	भाग
2.	देंगुरडीह	अनसर्वेंड	24	कोरबा	कोरबा	100.735	भाग
3.	मुरुनारा	अनसर्वेंड	22	कोरबा	कोरबा	100.913	भाग
4.	मटमार	अनसर्वेंड	22	कोरबा	कोरबा	137.940	भाग
5.	कोरकोमा	257	24	कोरबा	कोरबा	1261.000	भाग

कुल : 1850.588 हेक्टर (लगभग) या 4572.80 एकड़ (लगभग)

सीमा वर्णन:-

क-ख रेखा ग्राम बुंदेली- देंगुरडीह के सम्मिलित सीमा में बिन्दु “क” से आरंभ होती है और ग्राम देंगुरडीह के मध्य भाग ग्राम कोरकोमा के उत्तरी भाग से होती हुई बिन्दु “ख” पर मिलती है।

ख-ग रेखा ग्राम कोरकोमा के पूर्वी भाग में बिन्दु “ख” से आरंभ होती है और ग्राम कोरकोमा के पूर्वी और दक्षिणी भाग से होती हुई ग्राम कोरकोमा-मटमार के सम्मिलित सीमा में बिन्दु “ग” पर मिलती है।

ग-घ रेखा ग्राम कोरकोमा-मटमार के सम्मिलित सीमा में बिन्दु “ग” से आरंभ होती है और ग्राम मटमार और मुरुनारा के मध्य भाग से होती हुई ग्राम मुरुनारा-बुंदेली के सम्मिलित सीमा में बिन्दु “घ” पर मिलती है।

घ-क रेखा ग्राम मुरुनारा-बुंदेली के सम्मिलित सीमा में बिन्दु “घ” से आरंभ होती है और ग्राम बुंदेली के पूर्वी भाग से होती हुई आरंभिक बिन्दु “क” पर मिलती है।

[सं. 43015/11/2013-पीआरआईडब्ल्यू-I]

दोमिनिक डुगाङ्गा, अवर सचिव

New Delhi, the 5th May, 2014

S.O. 1440.—Whereas, it appears to the Central Government that Coal is likely to be obtained from the lands in the locality mentioned in the Schedule annexed hereto;

And, Whereas, the plan bearing number SECL/BSP/ CGM (PLG)/ LAND/447, dated the 16th September,2013 containing details of the area of land described in the said Schedule may be inspected at the Office of the Collector, District Korba, Chhattisgarh or at the Office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the Office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur -495006, Chhattisgarh;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal in the land described in the aforesaid schedule;

Any person interested in the land described in the above mentioned schedule may--

- (i) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 thereof; or
- (ii) claim compensation under sub-section (1) of section 13 of the said Act, in respect of prospecting license ceasing to have effect or under sub- section (4) of section 13 of the said Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the Officer-In-Charge or Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495006, Chhattisgarh within a period of ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Korkoma Block, Korba Area, District- Korba, Chhattisgarh

[Plan bearing number SECL/BSP/CGM (PLG)/LAND/447, dated the 16th September, 2013]

Sl. No.	Name of Village	Village No.	Patwari Halka number	Tahsil	District	Area in hectares	Remarks
1.	Bundeli	Unsurveyed	23	Korba	Korba	250.000	Part
2.	Dhengurdih	Unsurveyed	24	Korba	Korba	100.735	Part
3.	Murunara	Unsurveyed	22	Korba	Korba	100.913	Part
4.	Matmer	Unsurveyed	22	Korba	Korba	137.940	Part
5.	Korkoma	257	24	Korba	Korba	1261.000	Part
Total : 1850.588 hectares (approximately) or 4572.80 acres (approximately)							

BOUNDARY DESCRIPTION:

- A-B Line starts from point 'A' on the common boundary of villages Bundeli- Dhengurdih and passes through middle part of village Dhengurdih, northern part of village Korkoma and meets at point "B".
- B-C Line starts from point 'B' on the eastern part of village Korkoma and passes through eastern and southern part of village Korkoma and meets at Point "C" on the common boundary of villages Korkoma-Matmar.
- C-D Line starts from point 'C' on the common boundary of villages Korkoma- Matmar and passes through middle part of village Matmar and Murunara and meets at Point "D" on the common boundary of villages Murunara- Bundeli.
- D-A Line starts from point 'D' on the common boundary of villages Murunara- Bundeli and passes through eastern part of village Bundeli and meets at starting Point "A".

[No. 43015/11/2013-PRIW-I]

DOMINIC DUNGDUNG, Under Secy.

नई दिल्ली, 5 मई, 2014

का.आ. 1441.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी और भारत के राजपत्र, (साप्ताहिक) के भाग-II, खण्ड-3, उप-खण्ड (ii), तारीख 12 मई – 18 मई, 2013 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 1021, तारीख 14 मई, 2013 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की 314.780 हेक्टेयर (लगभग) या 777.84 एकड़ (लगभग) भूमि, ऐसी भूमि में या उस पर के भू-सतह अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी।

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और मध्य प्रदेश सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 314.780 हेक्टेयर (लगभग) या 777.84 एकड़ (लगभग) माप की भूमि ऐसी भूमि में या उस पर के भू-सतह अधिकारों के साथ अर्जित की जानी चाहिए;

अतः, अब उक्त अधिनियम की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषण करती है कि अनुसूची में वर्णित 314.780 हेक्टेयर (लगभग) या 777.84 एकड़ (लगभग) माप की, ऐसी भूमि में या उस पर के भू-सतह अधिकारों के साथ अर्जित की जाती है;

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/445, तारीख 16 जुलाई, 2013 का निरीक्षण कलेक्टर, अनुपपुर मध्य प्रदेश के कार्यालय में या कोयला नियंत्रक, 1, कांउसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व अनुभाग), सीपत रोड, बिलासपुर -495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

अनुसूची

सीतलधारा-कुरजा भूमिगत खदान - II, हसदेव क्षेत्र,

जिला - अनुपपुर (मध्य प्रदेश)

[रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/445, तारीख 16 जुलाई, 2013]

भू-सतह अधिकार :

क्रम सं.	ग्राम का नाम	पटवारी हल्का संख्यांक	जनरल नम्बर	तहसील	जिला	क्षेत्र (हेक्टर में)	टिप्पणी
1.	कोरजा	42	126	कोतमा	अनुपपुर	230.888	भाग
2.	दलदल	42	428	कोतमा	अनुपपुर	30.337	भाग
3.	पड़रीपानी	42	584	कोतमा	अनुपपुर	23.981	भाग
4.	रेंवडा	48	895	कोतमा	अनुपपुर	29.574	भाग

कुल : 314.780 हेक्टर (लगभग) या 777.84 एकड़ (लगभग)

1. ग्राम कोरजा (भाग) में अर्जित किए जाने वाले प्लाट संख्या :

160(भाग), 161(भाग), 222, 239 से 242, 243(भाग), 244(भाग), 245(भाग), 246, 248 से 265, 266(भाग), 267(भाग), 268, 269(भाग), 270 से 276।

2. ग्राम दलदल (भाग) में अर्जित किए जाने वाले प्लाट संख्या :

145(भाग), 146, 147, 152(भाग), 153(भाग), 154 से 166, 167(भाग), 168, 169, 170(भाग), 171(भाग), 172(भाग), 174(भाग), 175(भाग), 176(भाग), 177(भाग), 178(भाग)।

3. ग्राम पड़रीपानी (भाग) में अर्जित किए जाने वाले प्लाट संख्या :

38 से 40, 61 से 74, 76, 90(भाग), 91 से 94, 95(भाग), 98(भाग), 99 से 109, 110(भाग), 111, 112(भाग), 114(भाग), 153(भाग), 154 से 177, 84/180(भाग)।

4. ग्राम रेंबडा (भाग) में अर्जित किए जाने वाले प्लाट संख्या :

420(भाग), 421 से 423, 424(भाग), 425।

सीमा वर्णन:-

क-ख	रेखा ग्राम कोरजा में बिन्दु “क” से आरंभ होती है और ग्राम कोरजा के प्लाट संख्या 242 के पश्चिमी और उत्तरी सीमा, 160, 161 से होकर प्लाट संख्या 242/1, 222/2ख, 222/2क, 242/1, 239, 240, 242/1 के पश्चिमी सीमा, 243, 244, 245 से होकर बिन्दु “ख” पर मिलती है।
ख-ग	रेखा ग्राम कोरजा के प्लाट संख्या 245, 246 के उत्तरी, 262 के पश्चिमी और उत्तरी 261, 259 के भागतः पश्चिमी, 285, 249 के दक्षिणी सीमा, 248, 250, 251, 253 से होकर ग्राम कोरजा-पड़रीपानी के सम्मिलित सीमा में बिन्दु “ग” पर मिलती है।
ग-घ	रेखा ग्राम पड़रीपानी के प्लाट संख्या 84/180, 90, 95, 98 से होकर 76, 74, 61, 63, 64, 65, 40, 38/1 के पश्चिमी सीमा, 38/1 के उत्तरी, 38/1, 39/1, 39/2 के पूर्वी सीमा, 114, 112, 110 से गुजरती हुई ग्राम पड़रीपानी -दलदल के सम्मिलित सीमा में बिन्दु “घ” पर मिलती है।
घ-ड.	रेखा ग्राम दलदल के प्लाट संख्या 152, 153, 147, 145, 167, 170, 171, 172, 175, 174, 176, 177, 178 से गुजरती हुई ग्राम दलदल-परसापानी के सम्मिलित सीमा में बिन्दु “ड.” पर मिलती है।
ड.-च	रेखा ग्राम दलदल-परसापानी, ग्राम कोरजा -परसापानी, ग्राम कोरजा-नक्तीटोला, ग्राम रेंबडा-नक्तीटोला के भागतः सम्मिलित सीमा से गुजरती हुई ग्राम रेंबडा-नक्तीटोला के सम्मिलित सीमा में बिन्दु “च” पर मिलती है।
च-क	रेखा ग्राम रेंबडा के प्लाट संख्या 420 से होकर प्लाट संख्या 425, 424 के दक्षिणी सीमा, 420 से होती हुई ग्राम कोरजा में प्रवेश कर प्लाट संख्या 242 से गुजरती हुई आर्थिक बिन्दु “क” पर मिलती है।

[सं. 43015/09/2012-पीआरआईडब्ल्यू-I]

दोमिनिक डुगुड़ंग, अवर सचिव

New Delhi, the 5th May, 2014

S.O. 1441.—Whereas, by the notification of the Government of India in the Ministry of Coal number S.O. 1021 dated the 14th May 2013, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act. 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India (weekly), Part 11, Section 3, Sub-section (ii) dated the May 12- May 18, 2013, the Central Government gave notice of its intention to acquire 314.780 hectares (approximately) or 777.84 acres(approximately) land with surface rights in or over such land specified in the Schedule appended to that notification.

And, whereas, the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government;

And, whereas, the Central Government after considering the aforesaid report and after consulting the Government of Madhya Pradesh, is satisfied that the lands measuring 314.780 hectares (approximately) or 777.84 acres (approximately) with surface rights in or over such land described in Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub- section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 314.780 hectares (approximately) or 777.84 acres (approximately) with surface rights in or over such land described in Schedule are hereby acquired.

The plan bearing number SECL/BSP/GM(PLG)/LAND/445, dated the 16th July, 2013 of the area covered under this notification may be inspected at the Office of the Collector, Anuppur, Madhya Pradesh or at the Office of the Coal Controller, 1, Council House Street, Kolkata - 700001 or at the Office of the South Eastern Coalfield Limited (Revenue Section), Seepat Road, Bilaspur-495006, Chhattisgarh;

SCHEDULE

Sheetaldhara-Kurja Underground Mine-II, Hasdeo Area District Anuppur, Madhya Pradesh

[Plan bearing number SECL/BSP/GM(PLG)/LAND/445, dated the 16th July, 2013]

Surface Rights:

Sr. No.	Name of village	Patwari halka Number	General Number	Tahsil	District	Area in hectares	Remarks
1.	Korja	42	126	Kotma	Anuppur	230.888	Part
2.	Daldal	42	428	Kotma	Anuppur	30.337	Part
3.	Padripani	42	584	Kotma	Anuppur	23.981	Part
4.	Rewnda	48	895	Kotma	Anuppur	29.574	Part

Total:-314.780 hectares (approximately)

or 777.84 acres (approximately)

1. Plot numbers to be acquired in village Korja (Part):

160(P), 161(P), 222, 239 to 242, 243(P), 244(P), 245(P), 246, 248 to 265, 266(P), 267(P), 268, 269(P), 270 to 276.

2. Plot numbers to be acquired in village Daldal (Part):

145(P), 146, 147, 152(P), 153(P), 154 to 166, 167(P), 168, 169, 170(P), 171(P), 172(P), 174(P), 175(P), 176(P), 177(P), 178(P).

3. Plot numbers to be acquired in village Padripani (Part):

38 to 40, 61 to 74, 76, 90(P), 91 to 94, 95(P), 98(P), 99 to 109, 110(P), 111, 112(P), 114(P), 153(P), 154 to 177, 84/180(P).

Plot numbers to be acquired in village Rewnda (Part):

420(P), 421 to 423, 424(P), 425.

Boundary Description:

- A-B Line starts from point 'A' in village Korja and passes along western and northern boundary of plot number 242/1, through plot number 160, 161, along western boundary of plot number 242/1, 222/2kh, 222/2k, 242/1, 239, 240, 242/1, through 243, 244, 245 and meets at point 'B'.
- B-C Line passes in village Korja along northern boundary of plot number 245, 246, western and northern boundary of plot number 262, partly western boundary of plot number 261, 259, southern boundary of plot number 258, 249, through 248, 250, 251, 253 and meets at point 'C' on the common boundary of villages Korja-Padripani.
- C-D Line passes in village Padripani through plot number 84/180, 90, 95, 98, western boundary of plot number 76, 74, 61, 63, 64, 65, 40, 38/1, northern boundary of plot number 38/1, eastern boundary of plot number 38/1, 39/1, 39/2, through 114, 112, 110 and meets at point 'D' on the common boundary of villages Padripani-Daldal.

D-E Line passes in village Daldal through plot number 152, 153, 147, 145, 167, 170, 171, 172, 175, 174, 176, 177, 178 and meets at point 'E' on the common boundary of villages Daldal-Parsapani.

E-F Line passes along partly common boundary of villages Daldal-Parsapani, Korja-Parsapani, Korja-Naktitola, Rewnda-Naktitola and meets at point 'F' on the common boundary of villages Rewnda-Naktitola.

F-A Line passes in village Rewnda through plot number 420, along southern boundary of plot number 425, 424, through 420 then enter in village Korja and passes through 242 and meets at starting point 'A' .

[No. 43015/09/2012-PRIW-I]

DOMINIC DUNGDUNG, Under Secy.

नई दिल्ली, 6 मई, 2014

का.आ. 1442.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी भारत के राजपत्र, भाग-II, खण्ड-3, उप-खण्ड (ii), तारीख 27 अक्टूबर, 2012, में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 3238, तारीख 16 अक्टूबर, 2012 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की 22.814 हेक्टेयर (लगभग) या 56.37 एकड़ (लगभग) भूमि, ऐसी भूमि में या उस पर के भ-सतह अधिकारों के साथ अर्जन करने के अपने आशय की सूचना दी थी।

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है :

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और मध्य प्रदेश सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 22.814 हेक्टेयर या 56.37 एकड़ माप की भूमि, ऐसी भूमि में या उस पर के भू-सतह अधिकारों के साथ अर्जित की जानी चाहिए :

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में वर्णित 22.814 हेक्टेयर या 56.37 एकड़ माप की भूमि, ऐसी भूमि में या उस पर के भू-सतह अधिकार के साथ अर्जित की जाती है :

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या एसईसीएल/बीएसपी/सीजीएम(पीएलजी)/भूमि/440, तारीख 22 मार्च, 2013 का निरीक्षण कलेक्टर, शहडोल, मध्य प्रदेश के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व अनुभाग), सीपत रोड, बिलासपुर -495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

अनसची

नवगांव भमिगत खान ब्लॉक, सोहागपर क्षेत्र,

जिला - शहडोल, (मध्य प्रदेश)

[रेखांक संख्या एसईसीएल/बीएसपी/सीजीएम(पीएलजी)/भूमि/440, तारीख 22 मार्च, 2013]

भ-सतह अधिकार :

1. छाक - 1

(क) राजस्व भूमि :

2. ब्लाक - 2

(क) राजस्व भूमि :

क्रम सं.	ग्राम का नाम	पटवारी हल्का संख्यांक	बंदोबस्त संख्यांक	तहसील	जिला	क्षेत्र (हेक्टर में)	टिप्पणी
1.	खन्नाथ	99	171	सोहागपुर	शहडोल	15.902	भाग
कुल : 15.902 हेक्टर (लगभग) या 39.29 एकड़ (लगभग)							
महायोग (ब्लाक 1+2) : 6.912 +15.902 कुल : 22.814 हेक्टर (लगभग) या 56.37 एकड़ (लगभग)							

1. ग्राम खन्नाथ (भाग) मेर अर्जित किए जाने वाले प्लाट संख्या : 1285, 1287 से 1290,, 1292 से 1303, 1312 से 1314, 1540, 1550 से 1558, 1560 से 1577, 1579 से 1588, 1589(भाग), 1591, 1592, 1598 से 1603, 1609 से 1612।

सीमा वर्णन:-

ब्लाक - 1 :

क-ख रेखा ग्राम खन्नाथ में बिन्दु “क” से आरंभ होती है और प्लाट संख्या 1285 के दक्षिणी, 1285, 1303, 1301, 1312, 1313, 1314 के पश्चिमी सीमा से होती हुई बिन्दु “ख” पर मिलती है।

ख-ग रेखा ग्राम खन्नाथ के प्लाट संख्या 1314, 1300, 1299, 1298, 1297 के उत्तरी सीमा, 1293, 1292 के पश्चिमी सीमा से होती हुई बिन्दु “ग” पर मिलती है।

ग-घ रेखा ग्राम खन्नाथ के प्लाट संख्या 1292 के उत्तरी सीमा से गुजरती हुई बिन्दु “घ” पर मिलती है।

घ-क रेखा ग्राम खन्नाथ के प्लाट संख्या 1292, 1290 के पूर्वी, 1289, 1288, 1287 के दक्षिणी, 1285 के पूर्वी सीमा से गुजरती हुई आरंभिक बिन्दु “क” पर मिलती है।

ब्लाक - 2 :

क-1-ख-1 रेखा ग्राम खन्नाथ में बिन्दु “क-1” से आरंभ होती है और प्लाट संख्या 1581, 1612, 1609, 1603 के दक्षिणी सीमा से होती हुई बिन्दु “ख-1” पर मिलती है।

ख-1-ग-1 रेखा ग्राम खन्नाथ के प्लाट संख्या 1603, 1601, 1600, 1599, 1598 के पश्चिमी, 1588, 1592, 1591 के दक्षिणी सीमा से होती हुई बिन्दु “ग-1” पर मिलती है।

ग-1-घ-1 रेखा ग्राम खन्नाथ के प्लाट संख्या 1591 के पूर्वी और उत्तरी, 1589 से होकर 1560, 1558, 1540 के पूर्वी और उत्तरी सीमा से होती हुई बिन्दु “घ-1” पर मिलती है।

घ-1-ड.-1 रेखा ग्राम खन्नाथ के प्लाट संख्या 1540, 1552, 1551, 1550 के उत्तरी सीमा से गुजरती हुई बिन्दु “ड.-1” पर मिलती है।

ड.-1-च-1 रेखा ग्राम खन्नाथ के प्लाट संख्या 1550, 1554, 1555, 1571, 1572, 1573, 1574, 1576, 1577 के पूर्वी सीमा से गुजरती हुई बिन्दु “च-1” पर मिलती है।

च-1-क-1 रेखा ग्राम खन्नाथ के प्लाट संख्या 1577, 1579 के दक्षिणी, 1581 के पूर्वी सीमा से होती हुई आरंभिक बिन्दु “क-1” पर मिलती है।

[सं. 43015/09/2011-पीआरआईडब्ल्यू-I]

दोमिनिक डुगाङ, अवर सचिव

New Delhi, the 6th May, 2014

S.O. 1442.—Whereas, by the notification of the Government of India in the Ministry of Coal number S.O. 3238 dated the 16th October, 2012, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 27th October, 2012, the Central Government gave notice of its intention to acquire 22.814 hectares (approximately) or 56.37 acres (approximately) land with surface rights in or over such land specified in the Schedule appended to that notification.

And, whereas, the competent authority in pursuance of section 8 of the said Act, has made his report to the Central Government;

And, whereas, the Central Government after considering the aforesaid report and after consulting the Government of Madhya Pradesh, is satisfied that the lands measuring 22.814 hectares or 56.37 acres with surface rights in or over such land as described in Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 22.814 hectares or 56.37 acres with surface rights in or over such land as described in Schedule are hereby acquired.

The plan bearing number SECL/BSP/CGM(PLG)/LAND/ 440, dated the 22nd March, 2013 of the area covered by this notification may be inspected at the Office of the Collector, Shahdol, Madhya Pradesh or at the Office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the Office of the South Eastern Coalfield Limited (Revenue Section), Seepat Road, Bilaspur-495006, Chhattisgarh.

SCHEDULE

Navagaon Underground Mine Block, Sohagpur Area

District Shahdol, Madhya Pradesh

[Plan bearing number SECL/BSP/CGM(PLG)/LAND/ 440, dated the 22nd March, 2013]

Surface Rights

1. Block-1:

A Revenue Land

Sl. No.	Name of village	Patwari Number	Bandobast	Tahsil	District hectares	Area in hectares	Remarks
1.	Khannath	99	171	Sohagpur	Shahdol	6.912	Part
Total: 6.912 hectares or 17.08 acres							

2. Block -2:

A Revenue Land

Sl. No.	Name of village	Patwari Number	Bandobast	Tahsil	District	Area in hectares	Remarks
1.	Khannath	99	171	Sohagpur	Shahdol	15.902	Part
Total: - 15.902 hectares or 39.29 acres							

**Grant Total (Block 1+2):- 6.912+15.902=22.814 hectares (approximately)
or 56.37 acres (approximately)**

1. Plot Numbers to be acquired in village Khannath (Part):- 1285, 1287 to 1290, 1292 to 1303, 1312 to 1314, 1540, 1550 to 1558, 1560 to 1577, 1579 to 1588, 1589(P), 1591, 1592, 1598 to 1603, 1609 to 1612.

Boundary Description:

Block -1:

- A-B Line starts from point 'A' in village Khannath and passes along southern boundary of plot number 1285, western boundary of plot number 1285, 1303, 1301, 1312, 1313, 1314 and meets at point 'B'.
- B-C Line passes in village Khannath along northern boundary of plot number 1314, 1300, 1299, 1298, 1297, western boundary of plot number 1293, 1292 and meets at point 'C'.
- C-D Line passes in village Khannath along northern boundary of plot number 1292 and meets at point 'D'.
- D-A Line passes in village Khannath along eastern boundary of plot number 1292, 1290, southern boundary of plot number 1289, 1288, 1287, eastern boundary of plot number 1285 and meets at starting point 'A'.

Block - 2 :

- A-1-B-1 Line starts from point 'A-1' in village Khannath and passes along southern boundary of plot number 1581, 1612, 1609, 1603 and meets at point 'B-1'.
- B-1-C-1 Line passes in village Khannath along western boundary of plot number 1603, 1601, 1600, 1599, 1598, southern boundary of plot number 1588, 1592, 1591 and meets at point "C-1".
- C-1-D-1 Line passes in village Khannath along eastern and northern boundary of plot number 1591, through 1589, eastern and northern boundary of plot number 1560, 1558, 1540 and meets at point "D-1".
- D-1-E-1 Line passes in village Khannath along northern boundary of plot number 1540, 1552, 1551, 1550 and meets at point "E-1".
- E-1-F-1 Line passes in village Khannath along eastern boundary of plot number 1550, 1554, 1555, 1571, 1572, 1573, 1574, 1576, 1577 and meets at point "F-1".
- F-1-A-1 Line passes in village Khannath along southern boundary of plot number 1577, 1579, eastern boundary of plot number 1581 and meets at starting point A-1".

[No. 43015/09/2011-PRIW-I]

DOMINIC DUNGDUNG, Under Secy.

नई दिल्ली, 6 मई, 2014

का.आ. 1443.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 1253, तारीख 3 जुलाई, 2013 जो भारत के राजपत्र (साप्ताहिक), भाग-II, खण्ड-3, उप-खण्ड (ii), तारीख जून 30 -जुलाई 6, 2013, में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि और उस पर के भू-स्तह अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी।

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और मध्य प्रदेश सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 102.181 हेक्टेयर (लगभग) या 252.49 एकड़ (लगभग) माप वाली भूमि के भू-स्तह अधिकार अर्जित किए जाने चाहिए;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 102.181 हेक्टेयर (लगभग) या 252.49 एकड़ (लगभग) माप वाली भूमि के भू-स्तह अधिकार अर्जित किए जाते हैं;

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/448, तारीख 7 नवम्बर, 2013 का निरीक्षण कलेक्टर, उमरिया (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, कांउसिल हाउस स्ट्रीट, कोलकाता-700 001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495 006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

अनुसूची

पिनौरा डिपिलरिंग ब्लॉक, फेज-2, जोहिला क्षेत्र,
जिला - उमरिया, (मध्य प्रदेश)

[रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/448, तारीख 7 नवम्बर, 2013]

भू-सतह अधिकार :

क्रम सं.	ग्राम का नाम	पटवारी हल्का संख्यांक	जनरल संख्यांक	तहसील	जिला	क्षेत्र (हेक्टर में)	टिप्पणी
1.	देवरी अमहाई	67	334	नौरोजाबाद	उमरिया	65.730	भाग
2.	पिनौरा	67	413	नौरोजाबाद	उमरिया	36.451	भाग

कुल : 102.181 हेक्टर (लगभग)

या 252.49 एकड़ (लगभग)

1. ग्राम देवरी अमहाई (भाग) में अर्जित किए जाने वाले प्लाट संख्यांक :

87(भाग), 88(भाग), 104(भाग), 105(भाग), 106(भाग), 107(भाग), 108(भाग), 109(भाग), 110(भाग), 111(भाग), 112 से 130, 131(भाग), 132(भाग), 133 से 139, 140(भाग), 143(भाग), 145(भाग), 147(भाग), 148 से 183, 184(भाग), 185(भाग), 190(भाग), 191(भाग), 192(भाग), 193, 194(भाग), 195(भाग), 196(भाग)।

2. ग्राम पिनौरा (भाग) में अर्जित किए जाने वाले प्लाट संख्यांक :

493(भाग), 495(भाग), 496(भाग), 547(भाग), 549(भाग), 550(भाग), 551, 552, 553(भाग), 557(भाग), 558 से 563, 565(भाग), 578 से 587, 598(भाग), 599, 600, 605, 633(भाग)।

सीमा वर्णन:-

क-ख रेखा, ग्राम देवरी अमहाई में “क” बिन्दु से आरंभ होती है और प्लाट संख्यांक 145, 147, 143, 140, 131, 88, 105, 106, 107/2, 107/1, 108, 109, 110, 111 से होकर गुजरती है फिर ग्राम पिनौरा में प्रवेश करती है और प्लाट संख्यांक 547, 549, 550, 553, 557, 496, 495, 493, 565 से गुजरती है और बिन्दु “ख” पर मिलती है।

ख-ग रेखा, ग्राम पिनौरा के प्लाट संख्यांक 565 से होकर प्लाट संख्यांक 563, 578, 586 की पूर्वी सीमा, 587, 598 की पूर्वी और दक्षिणी सीमा, 599 की उत्तरी और पूर्वी सीमा, 600, 605 की पूर्वी सीमा से जाती है और “ग” बिन्दु पर मिलती है।

ग-घ रेखा, ग्राम पिनौरा के प्लाट संख्यांक 605 की दक्षिणी सीमा और 633 से होकर जाती है फिर ग्राम देवरी अमहाई में प्रवेश करती है और प्लाट संख्यांक 185, 184, 190, 191, 192, 194, 195, 196/1 से होती हुई गुजरती है और “घ” बिन्दु पर मिलती है।

घ-क रेखा, ग्राम देवरी अमहाई के प्लाट संख्यांक 196/1, 196/2, 145 से गुजरती है और आरंभिक बिन्दु “क” पर मिलती है।

[सं. 43015/05/2011-पीआरआईडब्ल्यू-I]

दोमिनिक डुंगडुंग, अवर सचिव

New Delhi, the 6th May, 2014

S.O. 1443.—Whereas, by the notification of the Government of India in the Ministry of Coal number S.O. 1253 dated the 3rd July, 2013, issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India (weekly), Part - II, Section 3, Sub-section (ii) dated June 30- July 6, 2013, the Central Government gave notice of its intention to acquire 102.181 hectares (approximately) or 252.49 acres (approximately) land with Surface Rights in or over the land specified in the Schedule appended to that notification.

And, whereas, the competent authority in pursuance of section 8 of the said Act, has made his report to the Central Government;

And, whereas, the Central Government after considering the aforesaid report and after consulting the Government of Madhya Pradesh, is satisfied that the lands measuring 102.181 hectares (approximately) or 252.49 acres (approximately) with Surface Rights in or over the land described in the Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 9 of the said Act, the Central Government hereby declares that the land measuring 102.181 hectares (approximately) or 252.49 acres (approximately) with Surface Rights in or over the land described in the Schedule are hereby acquired.

The plan bearing number SECL/BSP/GM(PLG)/LAND/448, dated the 7th November, 2013 of the area covered by this notification may be inspected in the Office of the Collector, Umaria (Madhya Pradesh) or in the office of the Coal Controller, 1, Council House Street, Kolkata - 700 001 or in the Office of the South Eastern Coalfield Limited (Revenue Section), Seepat Road, Bilaspur-495 006 (Chhattisgarh);

SCHEDULE

Pinoura Depillaring Block,' Phase-IIInd, Johilla Area

District Umaria (Madhya Pradesh)

Plan bearing number SECL/BSP/GM(PLG)/LAND/ 448, dated the 7th November, 2013

Surface Rights:

Sl. No.	Name of village	Patwari halka Number	General Number	Tahsil	District	Area in hectares	Remarks
1.	Deori Amhai	67	334	Nowrozabad	Umaria	65.730	Part
2.	Pinoura	67	413	Nowrozabad	Umaria	36.451	Part

**Total:-102.181hectares (approximately)
or 252.49 acres (approximately)**

- Plot numbers to be acquired in village Deori Amhai (Part):

87(P), 88(P), 104(P), 105(P), 106(P), 107(P), 108(P), 109(P), 110(P), 111(P), 112 to 130, 131(P), 132(P), 133 to 139, 140(P), 143(P), 145(P), 147(P), 148 to 183, 184(P), 185(P), 190(P), 191(P), 192(P), 193, 194(P), 195(P), 196(P).

2. Plot numbers to be acquired in village Pinoura (Part): 493(P), 495(P), 496(P), 547(P), 549(P), 550(P), 551, 552, 553(P), 557(P), 558 to 563, 565(P), 578 to 587, 598(P), 599, 600, 605, 633(P).

Boundary Description:

- A-B Line starts from point 'A' in village Deori Amhai and passes through plot number 145,147,143,140,131,88,105,106, 107/2, 107/1, 108, 109, 110,111 then enter in village Pinoura and passes through 547, 549, 550, 553,557,496,495,493,565 and meets at point 'B'.
- B-C Line passes in village Pinoura through plot number 565, along eastern boundary of plot number 563, 578, 586, eastern and southern boundary of plot number 587, 598, northern and eastern boundary of plot number 599, eastern boundary of plot number 600, 605 and meets at point 'C'.
- C-D Line passes in village Pinoura along southern boundary of plot number 605, through 633 then enter in village Deori Amhai and passes through 185,184,190,191,192,194,195,196/1 and meets at point 'D'.
- D-A Line passes in village Deori Amhai through plot number 196/1, 196/2, 145 and meets at starting point 'A'.

[No. 43015/05/2011-PRIW-I]

DOMINIC DUNGDUNG, Under Secy.

श्रम एवं रोजगार मंत्रालय
नई दिल्ली, 2 मई, 2014

का.आ. 1444.——ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार चैन्सी पतन न्यास के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्सी के पंचाट (संदर्भ सं. 95/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 30/04/2014 को प्राप्त हुआ था।

[सं. एल-33011/9/2012-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 2nd May, 2014

S.O. 1444.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 95/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the management of Chennai Port Trust and their workmen, received by the Central Government on 30/04/2014.

[No. L-33011/9/2012-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 9th April, 2014

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 95/2012

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Chennai Port Trust and their workman]

BETWEEN

The General Secretary : 1st Party/Petitioner Union
Port & Dock Labour Union
No. 1/675, 1st Street,
Muthamizh Nagar
Chennai-600118

AND

The Chairman : 2nd Party/Respondent
Chennai Port Trust No. 1,
Rajaji Salai,
Chennai-600001

Appearance :

For the 1st Party/
Petitioner Union : Sri A. Kalaiselvan,
K. Dhanalakshmi,
Advocates

For the 1st Party/
Respondent

: Sri S.P. Patel, Advocate

AWARD

The Central Government, Ministry of Labour and Employment vide its Order No.L-33011/9/2012-IR (B-II) dated 22.11.2012 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the management of Chennai Port Trust (1) in deducting huge amount towards holidays and rest days in the payment of wage revision arrears without the knowledge of the employees (2) in denying deputation allowance to the employees of CME and CE departments at par with the employees who have been posted to work under the control of Chief Vigilance Officer (3) in denying advance payment of Notional Holidays to all the maintenance side employees (4) in denying the basic pay and other allowances to S/Sri T. Rathinam and N. Penchellaiah, Sr. Attenders (H) at par with Sri M. Perumal, Sr. Attender (H) with retrospective effect, is legal and justified? What relief the concerned workmen are entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 95/2012 and issued notices to both sides. Both sides have entered appearance through their counsel and have filed their claim and counter statement respectively. The petitioner has filed rejoinder after the Counter Statement was filed.
3. The averments in the Claim Statement in brief are these:

The petitioner is a Registered Trade Union and is one of the Trade Unions recognized by the Management of Chennai Port Trust. The petitioner has more than 276 workers on its roll as on date. The petitioner has raised certain demands with the Management. However, there was no response from them. So the petitioner had served strike notice on the Respondent placing charter of demands. The respondent had deducted amount paid towards holidays and rest days while paying the wage revision arrears without the knowledge of the employees. The employees were allowed to avail one day off with half a day salary or one and half days' salary without off when they were deputed to work on holidays. Without notice to the employees the Respondent had deducted huge amounts from the wage revision arrears. The petitioner union has submitted a representation to the Respondent on 05.07.2010 requesting to refund the deducted amount but the Respondent did not give any reply to this demand. So this was included in the strike notice. The Union had submitted representation to the Respondent on 22.06.2012 demanding deputation allowance. This demand was not met favourably. The Respondent is liable to pay deputation allowance to the employees of CME and CE Department who are all working under the control of Deputy

Conservator at par with the employees who were paid deputation allowance under the control of Chief Vigilance Officer with retrospective effect. The Respondent used to make advance payment for notional holidays to all employees on the maintenance side. Though a representation was made to continue the payment to Marine Division employees, there was no reply from the Management. All the employees who are working under the control of Deputy Conservator are being paid advance payment for notional holidays. Payment to the employees of SE Marine Division was stopped without any reason. The concerned employees are entitled to advance payment for notional holidays. The employees by name Rathinam, Perumal and Penchellaiah were appointed at the same time and Rathinam was fixed as Senior to Perumal in the post of Hospital Orderly. When these employees were holding the post of Attender, they wanted to apply for the post of Shore Mazdoor. As they were not eligible to apply for the post of Shore Mazdoor, they applied for reversion to the post of Hospital Orderly and accordingly they were reverted to this post on 01.10.1993, 01.08.1993 and 01.10.1993 respectively. As they did not get the post of Shore Mazdoor they had approached the Management to restore their original post. In the pay bills for the month of March 2009, it was noticed that basic pay of Perumal was Rs. 7,195 while that of Rathinam and Penchellaiah was Rs. 6,695 only. All the employees having been promoted to the post of Senior Attender on the same day, their Basic Pay should have been one and the same. Rathinam and Penchellaiah are entitled to pay and allowance in par with that of Perumal. An award may be passed directing the Respondent to refund the amount deducted from the wage revision arrears towards holidays and rest days, to pay deputation allowance to the employees of CME and CE departments who are posted to work under the control of Deputy Conservator at par with the employees who have been posted to work under the control of Chief Vigilance Officer, to make advance payment for notional holidays to all the employees working under the maintenance side at par with operative side employees and also to pay the Basic Pay and other allowances to Rathinam and Penchellaiah at par with the pay and allowances of Perumal with retrospective effect.

4. The Respondent has filed Counter Statement contending as follows :

By settlement dated 19.01.2010, the wages of the Port and Dock Workers of Major Ports were revised. Arrears of pay and allowances from the period from 01.01.2007 to 31.01.2010 was paid on 15.04.2012 while calculating the arrears of pay and allowances for the above period, the wages paid for the rest day and holidays were verified and excess payments were adjusted in the arrears paid. On verification of the pay and allowance statements in respect of holidays, it was noticed that employees of Mechanical and electrical Engineering Department were paid one and

half days' wages though they were entitled only for half days' wages with compensatory off. In respect of rest days' wages some of the employees of Mechanical and Electrical Engineering Department were paid one and half days' wages without compensatory off though they were entitled for one days' wages with compensatory off only. It is accordingly excess amount payable was adjusted in the arrears of pay and allowances. It is incorrect to state that deputation allowance has been denied to the employees of CME and CE Departments at par with those working under the Vigilance Officer. A separate Vigilance Department was formed for each port based on the recommendations made in the report on Cadre Restructuring. Employees of other departments who have been posted in Vigilance Department were paid deputation allowance earlier. However, this was subsequently discontinued. At present no deputation allowance is payable to Officers or employees drawn from other departments and posted in the Vigilance Department on working arrangement basis. From the year 1980, advance payment of wages for 9 closed holidays were being made to the operative staff who are made to work on holidays. However, due to stoppage of coal and iron ore the Port Trust has decided to reduce the advance payment of wages for non-closed holidays from 9 to 7 for the calendar year 2013. Advance payment could not be effected as earlier in view of the financial constraints faced by the Trust. The Chairman of the Port Trust has agreed to consider the request of Rathinam and Penchallaiah to fix their pay in par with that of Perumal and also to promote them to the post of Senior Attender by restoring the seniority as earlier. The petitioner is not entitled to any relief.

5. In the rejoinder filed, the petitioner has denied the allegations made in the Counter Statement and also reiterated its case in the Claim Statement.

6. The evidence in the case consists of oral evidence of WW1 and MW1 and documentary evidence consisting of Ext.W1 to Ext.W15 and Ext.M1 to Ext.M4.

7. The points for consideration are:

- (i) Whether the action of the Respondent in deducting amount towards rest days and holidays from the wage revision arrears is correct?
- (ii) Whether the employees of CME and CE Departments of the Chennai Port Trust working under the Deputy Controller are entitled to Deputation Allowance in par with the employees who have been working under the Chief Vigilance Officer?
- (iii) Whether the Respondent is justified in stopping advance payment for notional holidays to the employees on the maintenance side?
- (iv) Whether employees Rathinam and Penchellaiah are entitled to have their pay fixed in par with that of Perumal?

Point No. 1

8. According to the petitioner, the practice that was followed for years was that the employees who were posted to work on holidays were allowed either to avail one day off with half day salary or one and half days' salary without availing off. However, at the time of payment of wage revision arrears, the Respondent had deducted huge amounts from the wage revision arrears of employees as excess amount paid towards holidays and rest days. The stand of the Respondent in the Counter Statement is that on verification of the statement regarding pay and allowance drawn in respect of holidays and rest days it was noticed that some employees of Mechanical and Electrical Engineering Department were paid more amount than they were entitled. The wages payable for the holidays and rest days were worked out and payment was regularized after adjusting the excess amount paid out of the arrears payable, it is stated.

9. The Senior Deputy Secretary in General Administration Department of the Respondent has been examined on the side of the Respondent. During his cross-examination, he has stated that deduction was made from the amount due to the employees and that notice of this was not given to the employees. He has added that the issue was covered by the settlement dated 01.01.2007. However this settlement is not produced. In the written arguments submitted on behalf of the Respondent it is stated that the issue has been covered by the settlement on wage revision of Port and Dock Workers on 19.01.2010 and the petitioner was not entitled to raise the issue at all. The settlement dated 19.01.2010 has been marked as Ext.M1. On going through the terms of settlement in Ext.M1 it could be seen that there was no decision to adjust the amount paid towards holiday wages. Clause-21 of the settlement states that there will be no change in the existing method of calculation of holiday wages. There is no reference to wages payable for rest days at all.

10. It is clear from the Claim Statement of the petitioner that payment of wages for holidays and rest days for the employees was made as per the existing norms. What is stated by the Respondent is that on verification excess amount was seen paid and this was adjusted towards the amount payable as arrears. However, the Respondent has not produced any evidence to show that the amount paid was in excess of the amount actually due. On the other hand it could be seen from the Claim Statement and the Affidavit of the petitioner it was on the basis of the practice followed that the payment has been made. It was not proper on the part of the Respondent to deduct the amount from the wage arrears and that also without any notice to the concerned employees. Since the matter is not covered by Ext.M1, the Respondent cannot take shelter under the terms of this also. The concerned employees are entitled to have the amount refunded to them. The point is answered accordingly.

Point No. 2

11. It is the case of the petitioner that the employees of CME and CE Departments who are working under the control of Deputy Conservator are entitled to deputation allowance in par with those working under the control of Chief Vigilance Officer. The case of the Respondent is that the Vigilance Department is run on a separate basis. A separate Vigilance Department was formulated based on the recommendations of the report of the Cadre Restructuring and Pay Revision Committee. The committee has recommended that there would be a separate Vigilance Department for each Port, the post of Vigilance Officer will be filled on deputation basis and the other Officer and Staff under him as far as possible be drawn from other departments of the Trust so that they could keep their lien in their parent department. This recommendation was approved by the Ministry. Though earlier deputation allowance was paid to those working in Vigilance Department, this was later discontinued. According to the Respondent no deputation allowance is payable since the staff were taken from other departments on working arrangement basis. There is no case for the petitioner that even now deputation allowance is being paid to those employees from other departments working in the Vigilance Department. The claim of the petitioner is that those in the CME and CE departments working under Deputy Conservator also should be paid deputation allowance in par with the employees in the Vigilance Department. For one thing there is no payment of deputation allowance to the employees in the Vigilance Department drawn from other departments. In any case, whether Vigilance Department, CME and CE Departments or other departments, all the employees are employed by the Chennai Port Trust and in that case, there would not be any question of payment of deputation allowance even if they are sent to other departments on working arrangement. I find that the petitioner is not entitled to any relief in this respect. The point is answered against the petitioner.

Point No. 3

12. The next demand of the petitioner is that the employees of SE Marine Division were made advance payment of notional holidays, but now it is stopped. According to the petitioner there is no justification in stopping this advance payment. The Respondent has admitted in the Counter Statement that from the year 1980 advance payment of wages for 9 non-closed holidays used to be made to the operative staff who were brought to work on those holidays. However, according to the Respondent, due to stoppage of coal and iron ore, the matter was discussed and it was decided to reduce advance payment of wages for non-closed holiday from 9 to 7 for the calendar year 2013. Ext.M4 shows the decision to restrict payment of wages to 7 non-closed holidays was for the year 2013 only. It could be seen that this decision was taken by the Trust in the particular circumstances.

The decision is taken subject to the implementation of the award of National Industrial Tribunal which is to be finalized. In fact the decision to make advance payment was taken in the year 1980 by the then Chairman for the reason that the employees are brought on for work on most of the 9 non-closed holidays. In the existing circumstance, the Trust has felt that it is not necessary to bring all the employees for work on all 9 closed holidays. The decision seems to have been taken in this background. So there is no justification in the petitioner claiming that they should be paid for 9 non-closed holidays in advance. This point is also answered against the petitioner.

Point No. 4

13. The next demand of the petitioner is that wages of two employees Rathinam and Penchallaiah should be fixed in par with that of Perumal. In fact, even in the Counter Statement the Respondent has admitted that the Chairman of the Trust has given his nod to consider the request and to promote them to the post of Senior Attender by restoring the seniority. In the argument notes submitted on behalf of the Respondent also this statement is repeated. The Respondent has also produced Ext. M3 in this respect. Ext. M3 is the copy of the file relating to the demand on behalf of Rathinam and Penchallaiah. As seen from this, the Secretary has recommended to take steps to promote Rathinam and Penchallaiah on par with Perumal and restore their seniority over Perumal.

14. The Counter Statement has been filed by the Respondent in March 2013. The recommendation as seen in Ext. M3 was made as early as in September 2013. However, according to the petitioner, the two employees are yet to get the relief on the basis of their demand. The Respondent has not produced any document to show that the demand of the two workers have been granted. Their pay has to be re-fixed and they are to be promoted. It is a case of relief having been denied even if they are admitted to be entitled to the same. The two workers are entitled to the relief claimed. The point is answered in favour of the petitioner.

15. On the basis of my findings above, an award is passed as follows:

- (i) The Respondent is directed to refund the amount that was deducted from the wage revision arrears of the employees as excess amount paid for holidays and rest days.
- (ii) The Respondent is also directed to fix pay and other allowances of the employees Rathinam and Penchallaiah in par with that of Perumal with retrospective effect and pay the amount due to them.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 9th April, 2014).

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined

For the 1st Party/Petitioner : WW1, Sri R. Santhanam

For the 2nd Party/ Management : MW1, Sri D. Pandiyan

Documents Marked

On the Petitioner's side

Ex.No.	Date	Description
Ex.W1	18.09.2001	Reply letter from CMO to Sri M. Perumal
Ex.W2	March 2009	Pay bill of Sri T. Rathinam
Ex.W3	March 2009	Pay bill of Sri M. Perumal
Ex.W4	March 2009	Pay bill of Sri N. Penchalaiah
Ex.W5	31.07.2009	Letter from Secretary, Chennai Port Trust to ALC(C)
Ex.W6	23.11.2009	Representation by petitioner to Respondent
Ex.W7	-	Arrear working sheet of Sri G. Ponnuvel and others
Ex.W8	05.05.2010	Representation under RTI Act by the petitioner
Ex.W9	04.06.2010	Reply by the Respondent under RTI Act
Ex.W10	04.06.2010	Representation by the Employees to the petitioner
Ex.W11	22.06.2010	Representation by the petitioner to the Respondent
Ex.W12	04.07.2010	Representation by the petitioner to the Respondent
Ex.W13	05.07.2010	Representation by the petitioner to the Respondent
Ex.W14	21.07.2010	Reply from CMO to petitioner
Ex.W15	29.09.2010	Strike notice by the Petitioner Union

On the Management's side

Ex.No.	Date	Description
Ex.M1	19.01.2010	Copy of settlement on wage revision, retirement benefits and conditions of service of Port and Dock Workers at the Major Ports
Ex.M2	26.07.2010	Copy of revision of Pay and Allowances of Class-I and II Officers in the Major Ports Trusts and Dock Labour Boards Letter No. A-29018/5/2006-PEI

Ex.M3	24.01.2013 Copies of noting of Chairman's approval and connected papers on the subject matter of restoration of seniority of M/s. T. Rathinam and N. Penchaliah, Sr. Attender (H), Medical Department
Ex.M4 -	Copies of the papers relating to National Holidays.

नई दिल्ली, 2 मई, 2014

का.आ. 1445.—औद्योगिक अधिनियम, 1947(1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार विजया बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चैन्नई के पंचाट (संदर्भ सं. 02/2014) प्रकाशित करती है जो केन्द्रीय सरकार को 30/04/2014 को प्राप्त हुआ था।

[सं. एल-12011/135/2005-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 2nd May, 2014

S.O. 1445.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 02/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the management of Vijaya Bank and their workmen, received by the Central Government on 30/04/2014.

[No. L-12011/135/2005-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

Thursday, the 13th March, 2014

Present : K.P. PRASANNA KUMARI, Presiding Officer
Industrial Dispute No. 2/2014

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Vijaya Bank and their workman)

BETWEEN

The President : 1st Party/Petitioner
Vijaya Bank Workers Organization Union
No. 60/2, Big Street, Triplicane
Chennai-600005

AND

The Regional Manager : 2nd Party/
Vijaya Bank Regional Office, Respondent
123, Marshalls Road, Egmore
Chennai-600008.

Appearance:

For the 1st Party/ Petitioner Union	: Sri S.D. Srinivasan, Authorized Representative
For the 2nd Party/ Respondent	: Ms. M.S. Annapoorna, Authorized Representative

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-12011/135/2005-IR (B-II) dated 13.12.2013 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the Management of Vijaya Bank in denying compassionate appointment to the dependents of their deceased employees is legal and justified? What relief the dependents of the deceased employees are entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 2/2014 and issued notices to both sides. Both sides have entered appearance through their counsel and have filed their claim and counter statement respectively. The petitioner has filed a rejoinder in reply to the Counter Statement.

3. The averments in the Claim Statement filed by the petitioner in brief are these :

The petitioner is a registered Trade Union recognized by the Respondent Bank. Scheme for appointment on compassionate grounds was in vogue in the Respondent Bank since 1980. The scheme was modified in the year 1982 to extend the benefit of compassionate appointment even to the dependents of those who demit office on medical grounds. The scheme underwent changes in 1988 and in 1999. By circular dated 20.11.2004, the Respondent introduced a scheme for payment of ex-gratia replacing the scheme for compassionate appointment. Prior to the introduction of the scheme in November 2004 the Respondent did not consider the applications received from the dependents of the employees who died in harness since the year 2000. The circular stated that such cases also would be considered under the ex-gratia scheme. The dependents of the four employees who died after 2000 and prior to 2004 have been denied appointments under compassionate ground by the Respondent. Denial of employment to the dependents is not fair or proper. Since the representations from the petitioner were not considered favourably by the Respondent, the Industrial Dispute has been raised. On failure of the conciliation, the matter was sent to the Government of India, Ministry of Labour and Employment. Since the Ministry declined to refer the dispute, the petitioner had approached the High Court of Madras and the Hon'ble High Court had set aside the order and directed the Govt. to refer the dispute to the

Tribunal. It is accordingly, the matter has come up for consideration before this Tribunal. The denial of compassionate appointment and substituting the same with financial compensation is totally inhuman. An order may be passed holding that the action of the Management in denying compassionate appointment to the families of the employees who died prior to the introduction of financial compensation in 2004 is not justified and is illegal and also directing the Management to grant compassionate appointment to the dependents of the four employees named in the petition as per the scheme prevalent prior to 2004.

4. The Respondent has filed Counter Statement contending as follows :

Against the schedule of reference by the Ministry of Labour, the petitioner has made a modified claim in the Claim Statement. There was surplus manpower in all banks and in financial institutions and Govt. of India had been thinking about the ways and means to reduce the surplus manpower. Even after introduction of the voluntary retirement scheme, surplus manpower was available. In the circumstances vacancies were not available and the Board of Directors of the Respondent Bank had passed a resolution on 29.01.2001 deferring the scheme for compassionate appointments. On 02.12.2002, the Board has passed a resolution for the suspension of the prevailing scheme for appointment on compassionate grounds till formation of a substitute scheme. The Govt. of India had advised the Indian Bank Association to issue guidelines to the Banks to formulate their own scheme for payment of monetary assistance in lieu of appointment on compassionate grounds. Accordingly, the Board of Directors of the Respondent Bank evolved a new scheme for payment of ex-gratia relief in lieu of compassionate appointment. The scheme was circulated by circular dated 20.11.2004. This scheme superseded the earlier scheme for appointment on compassionate grounds. The scheme of 2004 entitles the dependent of an employee who dies while in service to receive monetary relief in lieu of compassionate appointment subject to other terms and conditions of the scheme. In supersession of the scheme of 2004, another scheme for payment of ex-gratia amount in lieu of appointment on compassionate grounds was formulated in 2007. As per the said scheme, appointment of the dependent of the deceased employee will be made in cases where the employee died while performing his official duty as a result of violence, terrorism, robbery or dacoity or if the employee died within 5 years of his first appointment or before reaching the age of 30 years whichever is later. The petition is without any merits and is liable to be dismissed.

5. The petitioner has filed a rejoinder denying the allegations made in the Counter Statement and reiterating the contentions in the Claim Statement.

6. The evidence in the case consists of the documents marked as Ext.W1 to Ext.W10 and Ext.M1 to Ext.M9. No oral evidence was adduced by either side.

7. The points for consideration are:

- (i) Whether the dependents of the four employees named in the Claim Statement who died in harness are entitled to appointment on compassionate grounds?
- (ii) What other is the relief, if any, available to the above dependents?

The Points

8. The petitioner which is a registered union recognized by the Respondent Bank had raised the dispute alleging that the Respondent had been denying appointment on compassionate ground to the dependents of its deceased employees. However, in the Claim Statement the petitioner has confined its relief to the dependents of four of the employees who died while in service, during the period from November 2000 and August 2003.

9. The respondent Bank had scheme for appointment under compassionate grounds as early as in 1980. This continued till November 2004 with some modification from time to time, when it was superseded by the scheme for payment of ex-gratia. According to the petitioner the dependents of the four employees while in service had made application to the Respondent requesting for appointment on compassionate grounds. However, their applications were not responded to by the Respondent. It is the stand of the petitioner that since the concerned employees died prior to the introduction of the new scheme by which ex-gratia payment was introduced, the dependents are entitled to appointment on compassionate grounds. According to the petitioner, the replacement of the scheme for appointment on compassionate ground on a later date would not disentitle the dependents from getting an appointment on compassionate grounds in the Respondent Bank.

10. The stand of the Respondent is that the scheme for compassionate appointment having been replaced by the scheme for ex-gratia payment, the dependents are not entitled to appointment in the Bank. According to the Respondent, all the banks were having surplus manpower and as directed by the Government, Voluntary Retirement Scheme was introduced in all the banks. However, even after this there was surplus manpower and the Government had instructed the Board of Associations of the Banks to advise all the banks to formulate new schemes for payment by ex-gratia instead of appointment on compassionate grounds. According to the Respondent the Board of Directors had taken a decision suspending appointment on compassionate ground on applications that were pending and have subsequently introduced the new scheme for ex-gratia payment superseding the scheme of appointment on compassionate grounds. According to

the Respondent, appointment on compassionate ground is not the right of the dependent of the employee. So the scheme that is prevalent as on the date on which the application of the dependents will be considered is applicable and not the one that was prevailing as on the date of the death of the employee or the date on which the application was made by the dependent.

11. The petitioner has produced the copies of applications given by the concerned dependents for appointment on compassionate grounds. The circulars of the Respondent Bank regarding compassionate appointment are also produced and are marked as Ext.W1 to Ext.W3. The Respondent also has produced some of the circulars. Ext.M3 is the resolution passed by the Board of Directors of the Respondent for the suspension of the prevailing scheme for compassionate appointments. Ext.M4 is the circular regarding the scheme for payment of ex-gratia relief in lieu of compassionate appointment. Ext.M5 is the modified scheme of 2007 with provision for appointment of dependents of employees who died while in service under certain specified circumstances. The details of terminal benefits of the four employees who died while in service and mentioned in the Claim Statement are marked as Ext.M6 to Ext.M9. Except in the case of one of the dependents it is not disputed by the Respondent that application for appointment on compassionate ground has been received by the bank.

12. Both sides have drawn attention to the precedents regarding scheme for appointment on compassionate grounds and the effect of the introduction of the scheme for ex-gratia payment in lieu of appointment on compassionate grounds. The petitioner has very much relied upon the decision of the Apex Court of (AIR 2000 SC 1596) in BALBIR KAUR AND ANOTHER Vs. STEEL AUTHORITY OF INDIA LTD. AND OTHERS. In this, the Apex Court had directed the Steel Authority of India Ltd. to consider the claims for compassionate appointments. On going through the above judgment it could be seen that it will not give an answer to the contention raised by the Respondent that since the scheme for ex-gratia payment has been introduced that will prevail and that the scheme that will be applicable is the one that is prevalent on the date of consideration of the application and not the date of the application itself. The above was the case where the Steel Authority of India Ltd. had denied compassionate appointment to the dependents on the ground that a Family Benefit Scheme was introduced in the tripartite settlement. The Apex Court has found that a clause in the settlement preserved the scheme for appointment on compassionate grounds and therefore the introduction of the family benefit scheme was not a reason to deny appointment on compassionate grounds. The petitioner has also referred to the decision VIJAYA BANK Vs. JAYAMMA AND ANOTHER reported in 2004 1 LLJ 706. It was a case where Vijaya Bank had filed appeal against

the direction of the single bench of the Karnataka High Court for appointment on compassionate ground. The appeal was dismissed. Another decision relied upon by the petitioner is the unreported decision of the Madras High Court in SAROJA Vs. SYNDICATE BANK AND OTHERS. In this the Hon'ble High Court has held that the action of the Syndicate Bank in issuing circular unilaterally changing the service conditions is illegal and had directed the Bank to consider the application submitted by the petitioner seeking compassionate appointment to his Son.

13. When the dictum laid down by the Apex Court in the decisions relied upon by the Respondent are taken into account it could be seen that the above two decisions of the Madras and the Karnataka High Court relied upon by the petitioner will not be of any help. In the decision UMESH KUMAR NAGPAL Vs. STATE OF HARYANA AND OTHERS reported in (1994) 4 SCC 138, the Apex Court has held that the employment on compassionate ground was not a vested right which can be exercised at any time. In the decision STATE BANK OF INDIA AND ANOTHER Vs. RAJ KUMAR reported in (2010) 11 SCC 661, the Apex Court has held that compassionate appointment is concession and not right and the employer could wind up the scheme or modify at any time depending upon its policies, financial capacity and availability of posts. It was further held that if the earlier scheme was abolished and new scheme specifically provided any terms related to pending applications, the new scheme would apply. In the above case, before the application made by the dependent was considered the scheme for compassionate appointment was substituted by the State Bank of India scheme for payment of ex-gratia lump sum amount. It was in this circumstance the Apex Court has held that the new scheme will be applicable and not the old scheme which was prevalent when the application for compassionate appointment was made. The Respondent has also relied upon the decision BHAWANI PRASAD SONKAR Vs. UNION OF INDIA AND OTHERS reported in (2011) 4 SCC 209 wherein also it was held that compassionate employment is given solely on humanitarian grounds and could not be claimed as a matter of right. The Madras High Court has held in PUNJAB NATIONAL BANK AND ANOTHER Vs. LATA reported in MANU/TN/7489/2007 that right to appoint on compassionate ground was neither fundamental right nor legal right but only an exception to the general rules. It was further held that the law in operation as on the date of consideration of the application would be applicable. It was held that as per the terms and conditions of the new scheme of the Punjab National Bank, the person must be entitled only for ex-gratia amount and not for compassionate appointment.

14. No doubt, in the present case the applications filed by the dependents for appointment on compassionate ground were long pending. The Respondent, rather than

considering and taking a decision on those decisions had suspended appointments on compassionate grounds altogether and deferred consideration of the applications. Subsequently, it has introduced a new scheme providing for ex-gratia payment for dependents of employees who died while in service superseding the scheme for appointment on compassionate ground. When the dictum laid down by the Apex Court is taken into account, the concerned dependents were not entitled to appointment on compassionate grounds as a matter of right. The very term used is compassion and it was based on the compassion of the employer, the dependents were getting employment and not as a matter of right. The Apex Court has held that the scheme that would be applicable will be one that is prevailing at the time of consideration of the application, if provision is made in the new scheme regarding the previous claimants also. The scheme of 2004 providing for ex-gratia payment stipulates for making payment under the scheme to the dependents of those employees who died prior to the scheme also. The claim of the petitioner for appointment on compassionate grounds for the dependents of the employees named in the Claim Petition is therefore not sustainable.

15. In the case of Raj Kumar referred to earlier, the Apex Court has held that where the earlier scheme is abolished and the new scheme which replaces it specifically provides that all pending applications will be considered in terms of the new scheme, then the new scheme alone will apply. The scheme for compassionate appointment of 1999, which was the one existing at the time when the concerned dependents made the applications was replaced by the scheme of 2004 providing for ex-gratia relief in lieu of compassionate appointment. Ext.M4 is the copy of the scheme of 2004. Clause-8.4.0 of the scheme provides that pending applications under compassionate appointment schemes as detailed in Circular No. 162/80 and Circular No. 31/99 are also eligible for ex-gratia amount / relief under the scheme if they fulfill all the terms and conditions of the scheme and opt for it. This scheme of 2004 was replaced by scheme of 2007 which is marked as Ext.M5. Clause-2.4(IV) of this scheme also provides for consideration of applications under circulars 162/80 and 31/99. The clause states that pending applicants under these circulars are also eligible for ex-gratia amount under the scheme if they fulfill all the terms and conditions of the scheme and opt for it. What is stated in the Counter Statement of the Respondent is that consideration of the applications of the concerned dependents were deferred pending introduction of the new scheme. Even if the Respondent is not bound to consider the claim of the dependents for appointment on compassionate grounds because of the replacement of the scheme for appointment on compassionate grounds, the Respondent is bound to grant relief on the basis of the new scheme. The scheme of 2004 as well as the scheme of 2007 provides for ex-gratia

relief, so the concerned dependents are entitled to be considered for ex-gratia payment. The Respondent is bound to pay them ex-gratia relief if they are eligible. On considering the eligibility for ex-gratia relief as per the norms prescribed under the existing scheme, the Respondent is bound to calculate the ex-gratia amount payable on the basis of the salary that the deceased employees would have drawn as on the date of consideration. This is necessary since the delay was caused on account of the decision of the management to defer consideration of the applications of the dependents. Accordingly, an award is passed as follows:

- (a) The concerned dependents are found not eligible for appointment in the Respondent Bank on compassionate ground.
- (b) The Respondent shall get fresh applications from the concerned dependents under the new scheme for ex-gratia payment.
- (c) The Respondent shall process the applications under the new scheme, if and when made and pay lump sum ex-gratia amount in terms of the scheme to the eligible beneficiaries, calculating it on the basis of the salary the deceased employees would have drawn as on the date of consideration of the applications. The applications shall be disposed within three months of their receipt.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 13th March, 2014)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner Union : None
For the 2nd Party/Management : None

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ex.W1	-	Bank's circular no. 31/99 dated 11.02.1999
Ex.W2	-	Bank's Circular No. 233/2004 dated 20.11.2004
Ex.W3	-	Bank's Circular No. 169/2007 dated 17.10.2007
Ex.W4	-	Letter No. OR:1965:2000 dated 29.11.2000 of Dindigul Branch
Ex.W5	-	Death Certificate of Mr. G. Thiagarajan
Ex.W6	-	Application for compassionate appointment of T. Ganga, W/o Late Sri G. Thiagarajan
Ex.W7	-	Application for compassionate appointment of N. Santhi, W/o Late Sri S. Janardhanan

Ex.W8	-	Letter dated 08.03.2001 of Mrs. Rupa Joseph, W/o Late Sri PM Joseph, to General Manager of the Bank seeking compassionate appointment																														
Ex.W9	-	Letter dated 24.07.2001 from Vijaya Bank to Mrs. Rupa Joseph, W/o Late Sri PM Joseph																														
Ex.W10	-	Covering letter dated 04.04.2003 of Madurai branch to Regional Office enclosing compassionate appointment application of Mr. L. Durairaj																														
On the Management's side																																
<table border="1"> <thead> <tr> <th>Ex.No.</th> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Ex.M1</td><td>-</td><td>Codified Circular No. 29/1993 – Scheme for appointment on compassionate grounds</td></tr> <tr> <td>Ex.M2</td><td>-</td><td>Circular No. 31/99 – Amended Scheme for appointment on compassionate grounds</td></tr> <tr> <td>Ex.M3</td><td>-</td><td>Resolution passed by the Board of Directors of the Bank resolving for suspension of the prevailing scheme for compassionate appointments</td></tr> <tr> <td>Ex.M4</td><td>-</td><td>Circular No. 233/2004 – Scheme for payment of ex-gratia relief in lieu of compassionate appointment</td></tr> <tr> <td>Ex.M5</td><td>-</td><td>Circular No. 169/2007 – Scheme for Payment of Ex-gratia Amount in lieu of appointment on compassionate grounds and appointment of dependents of deceased employees on compassionate grounds</td></tr> <tr> <td>Ex.M6</td><td>-</td><td>Statement showing details of terminal benefits settled in favour of the legal heirs of Sri G. Thiagarajan</td></tr> <tr> <td>Ex.M7</td><td>-</td><td>Statement showing details of terminal benefits settled in favour of the legal heirs of Mr. PM Joseph</td></tr> <tr> <td>Ex.M8</td><td>-</td><td>Statement showing details of terminal benefits settled in favour of the legal heirs of Mr. Janardhanan</td></tr> <tr> <td>Ex.M9</td><td>-</td><td>Statement showing details of terminal benefits settled in favour of the legal heirs of Mr. A. Latchumanan.</td></tr> </tbody> </table>			Ex.No.	Date	Description	Ex.M1	-	Codified Circular No. 29/1993 – Scheme for appointment on compassionate grounds	Ex.M2	-	Circular No. 31/99 – Amended Scheme for appointment on compassionate grounds	Ex.M3	-	Resolution passed by the Board of Directors of the Bank resolving for suspension of the prevailing scheme for compassionate appointments	Ex.M4	-	Circular No. 233/2004 – Scheme for payment of ex-gratia relief in lieu of compassionate appointment	Ex.M5	-	Circular No. 169/2007 – Scheme for Payment of Ex-gratia Amount in lieu of appointment on compassionate grounds and appointment of dependents of deceased employees on compassionate grounds	Ex.M6	-	Statement showing details of terminal benefits settled in favour of the legal heirs of Sri G. Thiagarajan	Ex.M7	-	Statement showing details of terminal benefits settled in favour of the legal heirs of Mr. PM Joseph	Ex.M8	-	Statement showing details of terminal benefits settled in favour of the legal heirs of Mr. Janardhanan	Ex.M9	-	Statement showing details of terminal benefits settled in favour of the legal heirs of Mr. A. Latchumanan.
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नई दिल्ली, 2 मई, 2014

का.आ. 1446.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मद्रास पत्तन न्यास के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय, चैनई के पंचाट (संदर्भ सं. 74/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 30/04/2014 को प्राप्त हुआ था।

[सं. एल-33012/1/2011-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 2nd May, 2014

S.O. 1446.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 74/2012) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the management of Madras Port Trust and their workmen, received by the Central Government on 30/04/2014.

[No. L-33012/1/2011-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 11th March, 2014

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 74/2012

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Chennai Port Trust and their workman)

BETWEEN

Smt. M. Kasturi : 1st Party/Petitioner

AND

The Chairman : 2nd Party/
Madras Port Trust Respondent
Rajaji Salai, Chennai-600001

Appearance :

For the 1st Party/Petitioner : M/s A. Meenakshi Sundaram, Advocates

For the 2nd Party/ : Sri M.R. Dharanichander,
Respondent Advocate

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-33012/1/2011-IR (B-II) dated 18.09.2012 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of Chennai Port Trust, Chennai in dismissing Smt. M. Kasturi, Ex-Peon from service w.e.f. 23.03.2006 is legal and justified? What extent the workman is entitled to relief?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 74/2012 and issued notice to both sides. Both sides entered appearance through their respective counsel and filed Claim and Counter Statement respectively.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner was employed as Attender/Peon with the Respondent. The Deputy Manager of Accounts, the superior Officer of the petitioner had been harassing the petitioner. The petitioner lost her mental balance on account of this. She was suffering from Acute Osteo Arthritis and other diseases. The petitioner had applied for leave for her absence in the office. But these were not considered. The Respondent conducted an enquiry against the petitioner without giving opportunity to her to participate in the enquiry and imposed the punishment of dismissal from service by order dated 22.03.2006. Even though the petitioner requested for re-enquiry, this was not considered. The petitioner was constrained to go on leave because of her illness. She was dismissed from service after conducting an enquiry without following the principles of natural justice. The punishment imposed on the petitioner is disproportionate to the charge made against her also. An order may be passed setting aside the dismissal order and directing the Respondent to reinstate the petitioner in service with back wages and other attendant benefits.

4. The Respondent has filed Counter Statement contending as follows:

All the allegations made in the Claim Statement are denied by the Respondent. The petitioner ought to have raised the dispute within three years from the date of dismissal. The petitioner was dismissed from service on 22.03.2006. She preferred appeal before the Appellate Authority only on 27.12.2010. The dispute raised by the petitioner is liable to be dismissed on this ground itself. The petitioner was appointed in the Finance Department of the Respondent as Peon with effect from 01.02.1990. She was promoted as Attender on 01.02.1998. She was frequently absenting from duty from September 2002 onwards. She was continuously absent from duty from 23.03.2004 onwards. The petitioner was intimated at her residential address five times in the form of letter and telegram to report for duty. Since she failed to report for duty even after this, a Show Cause Notice was issued to her on 07.07.2004 and a reminder on 16.10.2004. Then a

Public Notice was given to her through the Newspaper Dina Thanthi directing her to report for duty. She sent letter stating that she could not attend office because of the illness. A Charge Memo was issued to the petitioner at his residential address. But this was returned undelivered as it was not claimed by the petitioner. Three communications were sent to her asking her to attend the enquiry also. However, she did not attend the enquiry. The enquiry was conducted ex-parte and the petitioner was found guilty of the misconduct of habitual unauthorized absence. The petitioner has preferred an appeal against the dismissal order only after four years. The petitioner is not entitled to any relief.

5. The petitioner having challenged the fairness of the enquiry, this was considered as a Preliminary Issue. On considering the file pertaining to the enquiry, this Tribunal has found that the enquiry was conducted in a fair and proper manner.

6. The evidence in the case consists of Ext.W1 to Ext.W17 and Ext.M1 to Ext.M37. No oral evidence was adduced by either side.

7. The points for consideration are:

- (i) Whether the action of the management in dismissing the petitioner from service is legal and justified?
- (ii) What is the relief, if any, to which the petitioner is entitled?

The points

8. The petitioner who was working as Attender in the service of the Respondent has raised the dispute claiming reinstatement in service after setting aside the order of dismissal made against her. The Respondent had alleged that the petitioner was un-authorizedly absent from duty from continuously from 23.03.2004 till the date of the dismissal from service. Even earlier she was frequently absenting herself it has been stated. The Management is said to have sent several communications to the petitioner asking her to report for duty. When there was no response a charge sheet has been issued against her, enquiry conducted and based on the report of the enquiry the petitioner was dismissed from service.

9. Ext.M12 is the Charge Sheet that was issued to the petitioner. In the annexure to the Charge Sheet it is stated that the petitioner was continuously on unauthorized absence from 23.03.2004 causing dislocation to the work, that a Show Cause Memo was issued to her on 07.07.2004, a reminder was also sent to her by post on 16.10.2004, telegrams were also sent to her residential address and notice was also published in the Tamil Daily Dina Thanthi on 22.02.2005 asking her to report to duty immediately, but in spite of this she has not reported for duty and that her act is violation of regulation 4(7) of The Madras Port Trust Employees (Conduct) Regulations, 1987. Notice of enquiry

was also sent to the petitioner. She has not responded to the Charge Memo or the notice of enquiry. Ext.M14 is the report of the enquiry conducted in her absence. The Accounts Officer of the concerned department was examined and 8 documents were marked to substantiate the case. The enquiry report reveals that notice was issued to the petitioner asking her to attend enquiry on 12.04.2005. Since she did not attend for enquiry on that date, another notice was issued asking her to appear on 16.04.2005. Since she failed to appear on the day also enquiry was conducted ex-parte. On the basis of the documents produced and the evidence of the witness, the Enquiry Officer has found that the petitioner was un-authorizedly absent from duty from 23.03.2004 till the date of enquiry. The enquiry report refers to the leave applications that has been sent by the petitioner to the Respondent but not sanctioned by the competent authority.

10. It could be seen from the documents produced that the petitioner was unauthorisedly absenting herself from duty and was going on sending leave applications though they were not sanctioned. In Ext.M1 the leave application dated 26.07.2004, the petitioner has stated that she is having physical problem and could not work properly and wants leave from 01.06.2004 to 30.06.2004. In answer to this, Ext.M2 communication was sent to her by her superior officer stating that she was unauthorisedly absent from 23.03.2004 and even though three telegrams were sent to her, she has not reported for duty. Ext.M3 is an undated letter by the petitioner asking for leave from 01.08.2004 to 30.09.2004 even though her previous leave application was not sanctioned. Ext.M4 is still another undated application asking for leave from 01.10.2004 to 30.10.2004. Ext.M5 is another communication sent by the Respondent to the petitioner on 16.10.2004 informing her that she was on unauthorized absence from 23.03.2004, that in spite of sending Show Cause Memo on 07.07.2004 she has not reported for duty and this is causing dislocation to the work of the Section. The letter had directed her to report for duty immediately and to furnish explanation for her absence. In spite of this, rather than reporting for duty the petitioner sent another application asking for leave from 01.11.2004 to 31.12.2004. Ext.M8, another application was sent by her requesting for leave from 01.01.2005 to 28.02.2005. This was followed by Ext.M10 another application seeking leave from 01.03.2005 to 31.05.2005. Though she has claimed that she was suffering from physical problem, she has not produced any document to show that she was actually suffering from any illness.

11. Ext.M7 a medical certificate seems to have been produced by the petitioner at the time she moved the appellate authority seeking to set aside the order of dismissal. This certificate states that the petitioner was under treatment for one year from 01.01.2004 to 31.12.2004. Apart from the fact that the certificate looks comical for the reason that it is exactly for the period from the 1st day

of 2004 to the last day of the 2004, it has been pointed out by the counsel that even as per the certificate the petitioner was fit to do any kind of work after 31.12.2004. In spite of that she has not joined duty. She went on sending applications for leave as seen from Ext.M8 and Ext.M10, subsequently also. It could be seen from Ext.M11 that since the petitioner failed to respond to the memos and even the telegrams, a memo was issued to her by publication in a daily newspaper also. It is clear from Ext.M15 that the order of dismissal was sent to the petitioner. She has refused to claim this as seen from the copy of the acknowledgement alongwith the dismissal order. Consequently, the dismissal order was published in a daily newspaper as seen from Ext.M16. After that also, the petitioner sent leave application as seen from Ext.M17. Ext.M18 is the copy of the letter sent by the Respondent to the petitioner stating that she is no longer an employee of the Respondent, she having been dismissed from service.

12. It is clear even from the admission of the petitioner that she was absenting herself from duty without any valid reason. In Ext.M22, the letter sent by the petitioner to the Respondent she has stated that she did a lot of mistake and took a lot of leave. She has stated that she is sorry for this conduct. Though this letter has come more than four years after the dismissal order, this shows that she was absenting herself from duty without any valid reason. It was a case of unauthorized and willful absence.

13. The petitioner had made an attempt to explain her absence in the Claim Statement and also in her Proof Affidavit. She has referred to misconduct by her superior officer which was resisted by her resulting in harassment by her officer which led to her absenting herself from work. Referring to the relevant documents, it is pointed out by the counsel for the Respondent that this is a case newly introduced by the petitioner in the Claim Statement. Ext.M19, the letter sent by the petitioner to the Chairman of the Port Trust by way of appeal against the dismissal order does not have such a case. In Ext.M19 her case is that lenders pressurized her to repay amount and she lost mental balance and was unable to attend duty. It is also stated in the letter that one of the lenders had dragged her to the Police Station and she had to go to the Police Station to avoid legal problems and to arrive at a settlement. Referring to this, it is pointed out by the counsel for the Respondent that the petitioner was indulging in money lending business and was also attending Police Station etc. in connection with her case. It is pointed out by him that the petitioner was healthy enough for all these and so there was no question of her unable to attend work because of the alleged illness. In Ext.M20, another letter sent by the petitioner also, there is no case of misbehavior from her superior officer. What is stated in Ext.M22, still another communication sent to the Respondent on 12.08.2011 is

that she was on friendly relationship with the higher official, that he lent money to her and she gave it on interest. This contradicts the case that she had come to be at loggerheads with the higher official consequent to his misbehavior. Ext.M23 shows that she was even running a nursery school. It has been pointed out by the counsel for the Respondent that the Port Trust has got its own hospital and if the petitioner was suffering from any illness it was up to her to get treated from the hospital or to get the matter referred to some other hospital by the Port Trust Hospital. The very conduct of the petitioner sufficiently established that the petitioner without any valid reason, unauthorisedly and willfully was absenting herself from duty. She had failed to respond to innumerable communications sent by the Respondent to her giving opportunity to report for duty to avoid disciplinary action. She had not thought it necessary even to attend the enquiry proceedings. In the normal course, an employee, if interested in continuing her employment, would at least care to know about the result of the leave applications submitted by them. The petitioner could not go on expecting that she could continue to be absent for any number of days from work at her whims and fancy without inviting action. The Enquiry Officer has rightfully found that the petitioner was unauthorisedly absent from duty.

14. The petitioner was dismissed from service on 22.03.2006 on the basis of the enquiry report. It is very much clear from the admission made by the petitioner herself that she had received the order of dismissal. Ext.M24 the undated letter sent by the petitioner to the Respondent and received by the Respondent on 15.09.2012 would show that she had received the dismissal order which has been communicated to her immediately after the passing of the order itself. In spite of the receipt of the dismissal order she had not thought it necessary to make a move and take some action against the order. Still she maintains silence. She continued her silence for long four and a half years. It is after this, this dispute is raised. Certainly, it is a matter referred by the Government and the time limit prescribed under Section-2A of the Industrial Disputes Act for filing an application directly before this Court is not applicable to a referred matter. So, there is no bar of any law for raising the dispute after a lapse of four years. In spite of that, the conduct of the petitioner in maintaining silence for all these years is a matter to be taken into account. There is no case for the petitioner that during these years also she was incapacitated on account of any illness or any other reason for raising the dispute. The conduct of the petitioner is as if she has accepted the order of dismissal. Her waking from the long slumber after a lapse of four years is something that could not be appreciated. What was she doing all these years, for the two years from 23.03.2004 till her date of dismissal and the four years after dismissal? The petitioner has not explained this inaction.

15. An argument has been advanced on behalf of the petitioner that a major penalty like dismissal from service is not contemplated under the Port Trust Employees Conduct Regulations. This argument of the counsel seems to be under a misconception. The Port Trust Employees (Classification, Control and Appeal) Regulations would show that the Disciplinary Authority is well within its power to impose such punishment. The argument that the authority that imposed punishment has no power to do so also has no basis. The schedule attached to the Regulations would show that the Head of the Department is the competent authority to initiate disciplinary action and impose penalty on Class-IV employees. The Financial Advisor and Chief Accounts Officer who imposed the punishment being the Head of the Department was within his power to make the order of dismissal and impose the punishment.

16. Now the question to be considered is whether the punishment imposed is in proportion to the gravity of the offence. The counsel for the petitioner has referred to the decision of the Apex Court in CHAIRMAN-CUM-MANAGING DIRECTOR VS. MUKUL KUMAR CHOWDHARY AND OTHERS reported in 2010 2 SCC 499, where for unauthorized absence for six months and guilt was admitted, reinstatement was ordered. However it was a case where on charging with the misconduct the worker had squarely admitted his guilt and had stated that he had no desire to disobey the order of the authority. The counsel for the petitioner has been trying to draw parallel with this decision stating that the petitioner has admitted that she was on unauthorized absence and so she is entitled to better treatment by way of punishment. However, such parallel cannot be drawn for the reason that in the present case the petitioner was absent for two long years till the date of dismissal, was keeping silent for another four and a half years before she challenged the order and had been trying to explain the absence with wrong reasons, even in the Claim Statement.

17. Referring to relevant precedents, the counsel for the Respondent has pointed out that the punishment imposed on the petitioner is proportionate to the gravity of the misconduct committed by her. In the decision PUNJAB AND SIND BANK AND OTHERS VS. SAKAPTAR SINGH reported in 2001 1 LLN 758, a case of absence of 190 days, the Apex Court has found that termination from service is the proper punishment. In the decision L&T KOMITSU LTD. VS. UDAYA KUMAR reported in 2008 1 SCC 224, a case where the employee was absent for 105 days, the Apex Court has reversed the order of reinstatement finding that termination from service is the proper punishment. The counsel has also referred to an unreported decision in CHENNAI METROPOLITAN WATER SUPPLY AND SEWAGE BOARD AND OTHERS VS. MURALI BABU dated 10.02.2004, a case where the employee was dismissed for unauthorized absence

absence for 1 year and 7 months in which the Apex Court has found that no interference was required in the order of dismissal. The Court has observed that the employee had exhibited adamant attitude in not responding to the communications from the employer while he was unauthorisedly absent. The Apex Court has further observed that the plea of absence of habitual absenteeism in the case is absolutely unacceptable. The Apex Court has also criticized the High Court in entertaining the Writ Petition challenging the dismissal order after a lapse of four years.

18. A person who is on employment is expected to be regular in his duty and work for the employer with devotion and sincerity. A person who has not cared to find out what happened to her job for almost six years is not entitled to any compassion. If such a compassion, if shown, will only be a misguided one. I am not inclined to interfere with the punishment of dismissal imposed on the petitioner.

In view of my discussion above, the reference is answered against the petitioner. An award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 11th March, 2014)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

Documents Marked

On the Petitioner's side

Ex.No.	Date	Description
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Ex.W1 13.01.1990 Call letter

Ex.W2 - Identity Card issued by CPT

Ex.W3 - Salary slip'

Ex.W4 - Representation with 4A medical certificate

W4A

Ex.W5 - Acknowledgement Cards series

Ex.W6 22.03.2006 Order of dismissal

Ex.W7 30.06.2006 Order on leave application

Ex.W8 27.10.2010 Appeal Petition

Ex.W9 27.12.2010 Dispute raised before AC (Labour)

Ex.W10 18.04.2011 Reply Counter by CPT before AC (Labour)

Ex.W11 16.06.2011 Enquiry letter in Appeal

Ex.W12 26.07.2011 Order in Appeal

Ex.W13 20.10.2011 Failure report

Ex.W14 26.10.2012 Letter addressed to RLC (Central) with returned cover

Ex.W15 - Representation

Ex.W16 19.11.2012 Reply by CPT

Ex.W17 - Reference

On the Management's side

Ex.No.	Date	Description
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Ex.M1 26.07.2004 Leave application

Ex.M2 07.07.2004 Respondent memo issued to petitioner

Ex.M3 - Leave application

Ex.M4 - Leave application

Ex.M5 16.10.2004 Respondent memo issued to petitioner

Ex.M6 - Leave application

Ex.M7 05.01.2005 Petitioner medical certificate

Ex.M8 - Leave application

Ex.M9 22.02.2005 Paper publication issued by the Respondent

Ex.M10 - Leave application

Ex.M11 17.02.2005 Respondent memo issued to the petitioner along with paper publication

Ex.M12 22.03.2005 Respondent charge sheet issued to the petitioner along with annexure

Ex.M13 16.04.2005 Enquiry notice sent to the petitioner by the Respondent

Ex.M14 15.12.2005 Enquiry report

Ex.M15 22.03.2006 Dismissal order sent to the petitioner along with acknowledgement card

Ex.M16 22.03.2006 Respondent dismissal order publication to newspaper

Ex.M17 08.06.2006 Leave application

Ex.M18 30.06.2006 Respondent memo sent to the petitioner

Ex.M19 27.10.2010 Petitioner letter sent to the Respondent Port Trust

Ex.M20 27.12.2010 Petitioner letter sent to the ACL (Central)

Ex.M21 18.04.2011 Respondent reply sent to the ACL (C)

Ex.M22 12.05.2011 Petitioner letter sent to the Respondent

Ex.M23 11.04.2011 Chandra letter given to Respondent

Ex.M24 15.09.2012 Petitioner letter sent to Respondent

Ex.M25	19.10.2004	Postal receipt of memo issued by the Respondent to the petitioner
Ex.M26	23.03.2005	Acknowledgement card of paper publication copy sent to petitioner by Respondent
Ex.M27	22.03.2005	Postal return cover of charge sheet sent by the Respondent to the petitioner
Ex.M28	05.07.2004	Respondent take disciplinary action against petitioner
Ex.M29	27.01.2005	CAO permission letter for paper publication
Ex.M30	22.03.2006	Dismissal order of the petitioner sent by the Respondent along with postal receipt and return cover
Ex.M31	16.06.2011	Respondent letter sent to petitioner
Ex.M32	26.07.2011	Dismissal order of appeal sent by the Respondent to petitioner along with acknowledgement card
Ex.M33	-	Enquiry proceedings
Ex.M34	Feb. 2006	Respondent approval to publish the dismissal order in Daily Thanthi
Ex.M35	24.03.2006	Publication of dismissal in News Paper Daily Thanthi
Ex.M36	16.10.2012	Respondent letter send to Petitioner returned cover
Ex.M37	19.11.2012	Respondent letter sent to Petitioner.

नई दिल्ली, 2 मई, 2014

का.आ. 1447.—औद्योगिक विवाद अधिनियम, 1947(1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार चेन्नई पत्तन न्यास के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 57/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 30/04/2014 को प्राप्त हुआ था।

[सं. एल-33012/1/2010-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 2nd May, 2014

S.O. 1447.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 57/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the management of Chennai Port Trust and their workmen, received by the Central Government on 30/04/2014.

[No. L-33012/1/2010-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

Friday, the 11th April, 2014

Present : K.P. PRASANNA KUMARI, Presiding Officer
INDUSTRIAL DISPUTE No. 57/2011

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Chennai Port Trust and their Workman)

BETWEEN

Sri S. Dhanamoorthy : 1st Party/Petitioner

Vs.

The Chief Mechanical Engineer : 2nd Party/Respondent
Chennai Port Trust

Rajaji Salai
Chennai-600001

Appearance:

For the 1st Party/Petitioner : M/s. Balan Haridas
Sri R. Kamatchi
Sundaresan, Advocate

For the 2nd Party/
Respondent : Sri M.R.Dharanichander.,
Advocate

AWARD

The Central Government, Ministry of Labour & Employment *vide* its Order No. L-33012/1/2010-IR (B-II) dated 31.05.2011 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the management of Chennai Port Trust, Chennai in imposing the punishment of removal from service upon Sri S. Dhanamoorthy, an EOT Crane Driver Gr.II w.e.f. 27.01.2004 is legal and justified? What relief the workman is entitled to?

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID No. 57/2011 and issued notices to both sides. Both sides entered appearance through their counsel and filed their claim and counter statement respectively.

3. The averments in the Claim Statement in brief are these:

The petitioner joined the service of the Respondent as Assistant Technician in the year 1989. He was promoted as Crane Driver, Grade-II in 1991. The service of the petitioner has been without any blemish. On 16.01.2004, while the wife of the petitioner was travelling in a bus she met with an accident and suffered multiple fractures. Initially she was admitted in the Government Hospital,

Chennai. Then she had to be shifted to a private hospital for treatment. In order to give treatment to his wife and to take care of his children the petitioner had to avail leave from 27.01.2004. The petitioner had informed this to the Respondent. While taking care of his wife the petitioner developed heart ailment. The petitioner had sent fax message to the Respondent and explained the reasons for his absence. After the accident of his wife, the petitioner had shifted his residence to Ambal Nagar, Mangadu from his previous residence at Pandara Street, Kundrathur. A Charge Memo was sent to the petitioner alleging that he was absent from work without prior permission from 27.01.2004 to 19.02.2004 and this amounts to misconduct. Though the Charge Memo was sent to the erstwhile address of the petitioner, he received it through a well-wisher. The petitioner had sent his explanation to the Charge Memo on 16.03.2004. He has given his present address also in the same. The petitioner had informed that his absence is not without intimation and that it was for sufficient reason. After this, the petitioner did not hear anything from the Respondent. On 24.10.2004 he sent a letter requesting to permit him to join duty on 03.11.2004. Though the petitioner went to work, he was not permitted to enter the premises. The petitioner was orally informed that he can rejoin duty only on getting appropriate orders. After this the petitioner was waiting for the orders allowing him to rejoin duty. He had approached the Respondent orally renewing his request to rejoin duty. When the petitioner approached the Respondent again he was orally informed that he has been removed from service of the Respondent and that he will be receiving appropriate orders. However, he did not receive any such order. By letter dated 24.03.2008, he requested the Respondent to furnish copies of the documents on the basis of which he has been denied employment. He did not get any reply. The petitioner then sent application invoking the Right to Information Act and he was furnished with copies of the Charge Memo, the order appointing Enquiry Officer, Enquiry report, Order removing him from service, etc. Notice of the purported enquiry was not sent to the petitioner. The Respondent seems to have issued notice to the petitioner to his erstwhile address with the full knowledge that he is not residing there. An ex-parte enquiry appears to have been conducted against the petitioner. From the order of removal furnished to the petitioner, he understands that publication has been made in the daily "Dina Thanthi" informing that the service of the petitioner is proposed to be removed w.e.f. 27.01.2004. The petitioner is not a deserter. The petitioner had availed leave for reasonable cause. The enquiry conducted was unfair and in violation of principles of natural justice. An order may be passed setting aside the order of removal of the petitioner from service and directing the Respondent to reinstate the petitioner with full back wages, continuity of service and other attendant benefits.

3. The Respondent has filed Counter Statement contending as follows :

The petitioner was in the service of the Respondent temporarily from 08.05.1989 and was confirmed in service as Assistant Technician on 29.08.1989. He was later promoted as Crane Driver, Grade-II. The Crane Operators are very critical for the work of the Respondent. Shortage of even one Crane Operator will affect the daily operations of the Respondent to a large extent. It is incorrect to state that the career of the petitioner was without any blemish. He was placed under suspension on two different occasions on grave charges and was inducted later. The petitioner was absent from work without prior permission from 27.01.2004 causing dislocation to the day-to-day work of the Port. The Respondent sent letter to the petitioner on 19.02.2004 asking him to report for work immediately. Since he did not turn up for work in spite of the letter a Charge Memo was issued to him on 16.03.2004 for not reporting for work from 27.01.2004. In the meantime the petitioner sent a letter by fax on the same day stating that his wife met with an accident and requested for leave. Since there was no explanation from the petitioner and since he had not produced any supportive documents, the Respondent sent another letter to him to submit his explanation. This was returned with an endorsement that the addressee has left. Thereafter an Enquiry Officer was appointed to enquire on the absence of the petitioner. Though, two letters were sent by the Enquiry Officer to the Petitioner asking him to appear for the enquiry, these were returned with the postal endorsement that they are not claimed. The Enquiry Officer conducted the proceedings after setting the petitioner ex-parte. He gave a report finding that the charge against the petitioner is proved. The letter sent to the petitioner asking him to Show-Cause why he should not be removed from service also was returned as unclaimed. Subsequent letters sent to the petitioner also were returned. The Respondent then gave advertisement in a newspaper on 20.02.2005. Still there was no response from the petitioner. Consequently, by order dated 09.06.2005 the petitioner was removed from service w.e.f. 27.01.2004. The letter sent to the petitioner to this effect was returned un-served. After this, for the first time the petitioner approached the Respondent on 24.03.2008 with an application under the Right to Information Act seeking the details of enquiry conducted against him. The dispute is raised after this. It was the duty of the petitioner to furnish his new address to the Respondent if he has shifted residence. All the communications were sent to the petitioner in the available address. The petitioner has already attained the age of superannuation. So there is no question of reinstatement of the petitioner. The petitioner is not entitled to any relief.

4. In view of the contention that the departmental enquiry against the petitioner has not been conducted in fair and proper manner, this issue was heard as a Preliminary

Issue and this Tribunal has entered a finding against the Respondent. In view of this, the Respondent has given evidence before this Court to prove the case. MW1 has been examined and Exts.M1 to Ext.M33 were marked on the side of the Respondent. The petitioner has got himself examined as WW1 and marked Ext.W1 to Ext.W10.

5. The points that arise for consideration are:
 - (i) Whether the action of the Respondent in imposing the punishment of removal from service on the petitioner is legal and justified?
 - (ii) What is the relief, if any to which the petitioner is entitled?

The Points

6. MW1 examined on behalf of the Respondent has stated in her affidavit about the circumstances under which proceedings has been initiated against the petitioner for his alleged unauthorized absence. She has stated that several communications were sent to the petitioner but all these met without any response except for his fax letter dated 16.03.2004 stating that his wife had met with an accident. From the admission made by MW1 during his cross-examination, it could be seen that she has no personal knowledge regarding the case. She was giving evidence based on records only. In the affidavit filed by him, the petitioner has repeated his case in the Claim Statement. He has stated that his wife has met with an accident, that she was undergoing treatment, that it was accordingly he had to avail leave from 27.01.2004 and that he himself had developed heart ailment subsequently.

7. It could be seen from the Claim Statement, evidence and the documents produced on the side of the petitioner that the petitioner was absent from duty from 27.01.2004. It is also seen from the evidence that several of the communications that were sent to the petitioner in his address available with the Respondent were returned stating that the addressee has left. Ext.M1 seems to be the first communication sent to the petitioner on account of his absence which is described as one without prior permission. This document is seen dated 19.02.2004. Ext.M2 is the memo that has been issued to the petitioner in the absence of any reply to Ext.M1 stating that he was absent without prior permission from 27.01.2004 to 19.02.2004, the date on which Ext.M1 was issued, that this has caused dislocation to the normal work of the Port and his action of absenting himself amounts to misconduct. He was directed to show-cause within 3 days of the receipt of the memo as to why disciplinary action should not be taken after him. Both these communications are seen sent to him at Pandara Street. On 16.03.2004 itself the Respondent seems to have received an explanation from the petitioner, probably in reply to Ext.M1. Though the letter itself is not available, Ext.M32 gives indication of the letter. This refers to the letter sent by the petitioner on

16.03.2004 stating that his wife had met with an accident on 16.01.2004 and she is admitted in the hospital. By the same letter he has requested for leave till 25.03.2004. There is a recommendation for permitting him to avail leave. It could be seen that since the petitioner has failed to join duty on 25.03.2004, further proceedings has been initiated against him. Ext.M4 letter was again sent to the petitioner asking him to furnish explanation for his absence. As already stated, all the communications sent to the petitioner were returned un-served. Though it is admitted by the Respondent that a fax has been sent by the petitioner, the fax itself is not available. According to the Respondent, the fax communication is not available at the Office. In any case, the fact remains that the petitioner has not rejoined duty on 25.03.2004 though he has asked for leave till that date only.

8. It could be seen from Ext.W4, the Charge Memo issued to the petitioner that disciplinary action has been taken not for the absence from 27.01.2004 to 19.02.2004 only but for absence from 27.01.2004 to the date on which the action has been initiated. The counsel for the petitioner has been arguing that proceedings has been initiated against him for the absence for the period from 27.01.2004 to 19.02.2004 only. However, this is not the case. It was when the petitioner continued to be absent even after the date on which he has agreed to rejoin duty, proceedings has been initiated against him. It is a fact beyond dispute that the petitioner was all along absent from work after 27.01.2004. Even after the Enquiry Officer has furnished report stating that the petitioner is unauthorizedly absent, the Respondent has not taken a decision to remove the petitioner from service. On the other hand, by Ext.M9, the communication that was sent to the petitioner on 22.12.2004, after enquiry report was submitted by the Enquiry Officer, he was asked to join duty on or before 31.12.2004 with valid explanation for his absence. However, there was no response to this also. It was consequently the Respondentmade publication in the Dina Thanthi newspaper. Only on 09.06.2005, the order removing the petitioner from service was sent to the petitioner. Thus, it could be seen that opportunity was available for the petitioner to report for duty at any time before his removal from service. Of course, the petitioner has stated in the Claim Statement as well as in his Affidavit that he has approached the Respondent and offered to rejoin duty but he was not allowed. All these are only self-serving statements unsupported by any documents.

9. According to the counsel for the petitioner, the absence of the petitioner from work was for sufficient reason and therefore he was not liable to be terminated from service. The counsel has referred to the decision CHAIRMAN-CUM-MANAGING DIRECTOR, COAL INDIA LTD. VS. MUKUL KUMAR CHOUDHURY AND OTHERS reported in CDJ 2009 SC 1698 in this respect. It was a case where the workman had remained absent for 6

months without any authorization. The Apex Court has found that the punishment was not in proportion to the misconduct of the workman. The Apex Court had directed reinstatement of the workman. The counsel has also referred to the decision KRUSHNAKANT PARMAR VS. UNION OF INDIA reported in 2012, 3 SCC 198. Here the Apex Court has held that if the absence is the result of compelling circumstances under which it was not possible to report or perform duty, such absence cannot be held to be willful. Absence from duty without any application or prior permission may amount to unauthorized absence but it does not always mean willful, it was further held. It was also held that it is for the Disciplinary Authority to prove that the absence is willful.

10. Of course, the petitioner has got a case that it was because of the accident met by his wife, he had started to absent himself from duty. Admittedly, he was absent from 27.01.2004. The accident of his wife was on 16.01.2004. It is pointed out by the Counsel for the Respondent that in spite of accident of his wife on 16.01.2004, the petitioner had been absenting from 27.01.2004 only. In any case, there is the communication given by the petitioner seeking leave till 25.03.2004. So in any case his absence until 25.03.2004 could not be said to be without any explanation, unauthorized or willful. However, there is no acceptable explanation for his subsequent absence. He has stated in the Claim Statement that apart from his wife's ailment he has developed heart ailment and this was the reason for his absence subsequently also. In spite of such a contention, the petitioner has not produced any document before this Tribunal to support his case, even though opportunity was available to him because of the finding that the enquiry was not conducted in a fair and proper manner. So this version that he was suffering from illness which made it impossible for him to attend his work could not be believed at all. He has stated that though the Respondent was aware of change in his address, communication was being sent in his erstwhile address and for this reason he did not get any communication regarding the enquiry. During his evidence the petitioner has admitted that he did not furnish his new address to the Respondent, so it was only natural that communication was sent to him in the available address. He seems to have been at his earlier address itself before he sent the letter dated 16.03.2004. Otherwise he would not have received the memo dated 19.02.2004. If a well-wisher was there for him to forward the communication to him to his new address, one fails to understand why this well-wisher has not forwarded the subsequent communications also.

11. It is the subsequent conduct of the petitioner which more than anything disentitles him for any relief. The petitioner has started to be absent from 27.01.2004. Then after four years, he approached the Respondent through an application under Right to Information Act claiming copies of the documents in respect of the proceedings

taken against him. Where was the petitioner all these years? Assuming that the petitioner was unaware of all the communications sent to him and the proceedings taken against him, is it that he expected his job to remain intact in spite of his absence for years together? What the petitioner has stated in the Claim Statement is that he had approached the Respondent on one or two occasions seeking permission to rejoin duty but he was turned out. If he was actually making any such enquiry, it is unlikely that he would not have been aware of the proceedings initiated against him. In spite of this, the petitioner had not thought it necessary to raise the dispute earlier. Where was he all these years? What was he doing? There is no case for the petitioner that himself and his wife continued to be ill all along. On the other hand, his case in the Claim Statement is that he was willing to rejoin duty on 03.11.2004. If that is the case, the reasons which dissuaded him from attending duty prior to that were not there in which case he would have been able to enquire and find out what happened to his job and challenge the same. When these aspects are taken into account, it could be seen that it was the case of the petitioner abandoning his work. The counsel for the Respondent has referred to the decision STATE OF PUNJAB VS. JAGIR SINGH reported in 2004, 4 LLN 739 in this respect. It was a case where the workman was terminated in 1979 and he sought reinstatement in 1981. The Apex Court had observed that it does not stand to reason why the workman kept mum till the reference was made. In the recent decision in SLP 15530 of 2013 CHENNAI METROPOLITAN WATER SUPPLY AND SEWERAGE BOARD AND OTHERS VS. MURALIBABU, the case of the workman who was absent for a considerably long period was considered, the Supreme Court has observed that the workman was possibly nurturing the idea that he can remain absent for any length of time, apply for grant of leave at any time and also knock at the doors of a Court at his own will. It was further observed that such a conduct is not permissible. In the present case also, the petitioner has been absenting himself for years together without any thought for his job, without making any enquiry what happened to the permanent job he was having. Such conduct on the part of the workman is not to be encouraged in any manner.

12. Apart from the above is the aspect that the past conduct of the petitioner as a workman is not without blemish as claimed by him. The Respondent has produced documents pertaining to the previous proceedings that has been initiated against the petitioner for his misconduct and these are marked as Ext.M26 to Ext.M36. This fact also speaks against the petitioner. An establishment is not expected to wait for a workman who has been misconducting himself and has been absenting himself from duty for years together. I am not inclined to grant any relief to the petitioner.

The reference is answered against the petitioner.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this the 11th day of April 2014.

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/ : WW1, Sri S. Dhanamoorthy
Petitioner

For the 2nd Party/ : MW1, Sri P. Radha
Management

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ex.W1	16.03.2004	Charge Memo
Ex.W2	23.03.2004	Letter written by the petitioner to the Respondent
Ex.W3	24.10.2004	Letter of the Petitioner
Ex.W4	21.08.2004	Order of the Respondent ordering for enquiry
Ex.W5	-	Enquiry Report
Ex.W6	18.10.2004	The 2 nd Show Cause Notice
Ex.W7	22.12.2004	Further show cause notice issued by the respondent
Ex.W8	09.06.2005	Order of removal
Ex.W9	27.03.2008	The application of the Petitioner
Ex.W10	03.05.2008	Letter of the Rspndent

On the Management's side

Ex. No.	Date	Description
Ex.M1	19.02.2004	Memo issued to Petitioner
Ex.M2	16.03.2004	Memo issued to Petitioner
Ex.M3	14.06.2004	Memo issued to Petitioner
Ex.M4	08.07.2004	Memo issued to Petitioner with Postal Acknowledgement
Ex.M5	21.08.2004	Memo issued to Petitioner
Ex.M6	18.10.2004	Memo issued to Petitioner
Ex.M7	03.11.2004	Memo issued to Petitioner with Postal Acknowledgement
Ex.M8	10.11.2004	C.M.E. Report
Ex.M9	22.12.2004	Memo issued to Petitioner with Postal Acknowledgement
Ex.M10	25.02.2005	Paper Publication
Ex.M11	09.06.2005	Memo issued to Petitioner with Postal Acknowledgement
Ex.M12	09.03.2004 to 07.06.2004	Various Notes paper filed by the Respondent
Ex.M13	27.03.2008	Petitioner letter send to Public Information Officer, Ch.PT
Ex.M14	03.05.2008	Memo issued to Petitioner

Ex.M15	22.10.2008	Asst. Labour Commissioner letter issued to Chairman
Ex.M16	15.05.2008	2A petitioner filed by the petitioner
Ex.M17	03.01.2009	Chennai Port Trust explanation given
Ex.M18	23.03.2009	Respondent letter send to Ministry
Ex.M19	30.11.2010	Chennai Port Trust letter issued to Ministry
Ex.M20	31.05.2011	Ministry Order
Ex.M21	23.06.2011	CGIT Notice issued to Petitioner and Respondent
Ex.M22	-	Petitioner BIO Data
Ex.M23	-	Salary Register
Ex.M24	-	Leave Details
Ex.M25	28.11.2013	Authorization letter issued by Chennai Port Trust
Ex.M26	19.01.1999	Charge sheet issued by the Respondent
Ex.M27	27.01.1999	Reply letter given by the petitioner to the Management
Ex.M28	06.02.1999	Memo issued by the Respondent
Ex.M29	11.02.1999	Reply letter given by the petitioner to the Respondent
Ex.M30	14.07.1999	Enquiry notice issued by the Respondent to the Petitioner
Ex.M31	08.04.2002	Enquiry Report
Ex.M32	-	Attendance Sheet
Ex.M33	23.04.2002	Final Show cause notice issued by the Respondent to the Petitioner
Ex.M34	27.05.2002	Reply letter given by the petitioner to the Respondent
Ex.M35	02.07.2002	Memo issued by the Respondent to the Petitioner
Ex.M36	31.01.2003	Memo issued by the Respondent to the Petitioner

नई दिल्ली, 2 मई, 2014

का.आ 1448.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा भारतीय इस्पात प्राधिकरण लिमिटेड रिफ्रेक्टरी की इकाईयाँ, भिलाई, छत्तीसगढ़, आईएफआईसीओ, मार, झारखण्ड के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि के लिए लागू रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात् :—

- (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी;

- (i) धारा 44 की उपधारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा
- (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
- (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या
- (iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:—

(क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है; अथवा

(ख) ऐसे प्रधान या नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या

(ग) प्रधान या आसन्न नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

(घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;

(ङ.) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।

(6) विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

[सं. एस-38014/11/2013-एस.एस-I]

अजय मलिक, अवर सचिव

New Delhi, the 2nd May, 2014

S.O. 1448.—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of SAIL Refractories Units at Bhilai, Chhattisgarh, IFICO, Marar, Jharkhand and Ranchi Road, Marar, Jharkhand from the operation of the said Act. The exemption shall be effective from the date of issue of notification for a period of one year.

2. The above exemption is subject to the following conditions namely :—

- (1) The aforesaid establishments wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees';
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;

(3) The contributions for the exempted period, if already paid, shall not be refundable;

(4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) Any Social Security Officer appointed by the Corporation under Sub-Section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of :—

- (i) Verifying the particulars contained in any returned submitted under sub-section (1) of section 44 for the said period; or
- (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
- (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
- (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to :

- (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
- (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
- (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector

or other official has reasonable cause to believe to have been an employee ; or

(d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,

(e) exercise such other powers as may be prescribed.

(6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption,

[No. S-38014/11/2013-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 2 मई, 2014

का.आ 1449.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स राष्ट्रीय रासायन और उर्वरक लिमिटेड, मुम्बई के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि के लिए लागू रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात् :—

- (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदर्भ अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया

कोई सामाजिक सुरक्षा अधिकारी या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी;

- (i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा
- (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
- (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या
- (iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:—
 - (क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त अधिकारी या अन्य पदधारी इस अधिनियम के प्रयोजनार्थ आवश्यक समझता है; अथवा
 - (ख) ऐसे प्रधान नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
 - (ग) प्रधान या आसन्न नियोजक की, उसके अधिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
 - (घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;
 - (ङ.) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।

(6) विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

[सं. एस-38014/2/2013-एस.एस-I]

अजय मलिक, अवर सचिव

New Delhi, the 2nd May, 2014

S.O. 1449.—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of M/s Rashtriya Chemical & Fertilizers Ltd., Mumbai from the operation of the said Act. The exemption shall be effective from the date of issue of Notification for a period of one year.

2. The above exemption is subject to the following conditions namely :—

- (1) The aforesaid establishment wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees';
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act, to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refundable;
- (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any Social Security Officer appointed by the Corporation under sub-section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of :—
 - (i) Verifying the particulars contained in any returned submitted under sub-section (1) of Section 44 for the said period; or
 - (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

(iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:

- (a) require the principal or immediate employer to furnish to him such information as he may consider necessary for the purpose of this Act; or
- (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
- (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
- (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,
- (e) exercise such other powers as may be prescribed.

(6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/2/2013-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 5 मई, 2014

का.आ 1450.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए चंडीगढ़ आद्योगिक और पर्याटन विकास निगम लिमिटेड के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, दिनांक 10-05-2014 से एक वर्ष की अवधि के लिए लागू रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात् :—
 - (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;
 - (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदर्भ अंशदानों के आधार पर हकदार हो जाते हैं;
 - (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
 - (4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
 - (5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस नियमित प्राधिकृत कोई अन्य पदधारी;
 - (i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा
 - (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
 - (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या
 - (iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:—
 - (क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त अधिकारी या अन्य पदधारी इस अधिनियम के प्रयोजनार्थ आवश्यक समझता है; अथवा

(ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षिक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने वें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या

(ग) प्रधान या आसन्न नियोजक की, उसके अधिकारी या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

(घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;

(ड.) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।

(6) विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

[सं. एस-38014/18/2012-एस.एस-I]

अजय मलिक, अवर सचिव

New Delhi, the 5th May, 2014

S.O. 1450.—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of Chandigarh Industrial & Tourism Development Corporation Ltd. from the operation of the said Act. The exemption shall be effective from 10-05-2014 for a period of one year.

2. The above exemption is subject to the following conditions namely :—

- (1) The aforesaid establishment wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees';
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refundable;
- (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any Social Security Officer appointed by the Corporation under sub-section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of :—
 - (i) Verifying the particulars contained in any returned submitted under sub-section (1) of Section 44 for the said period; or
 - (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:
 - (a) require the principal or immediate employer to furnish to him such information as he may consider necessary for the purpose of this Act; or
 - (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector

or other official has reasonable cause to believe to have been an employee ; or

(d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,

(e) exercise such other powers as may be prescribed.

(6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/18/2012-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 5 मई, 2014

का.आ. 1451.——औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार टिस्को के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 85 का 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/186/2004-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2014

S.O. 1451.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 85/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s TISCO, and their workmen, received by the Central Government on 05/05/2014.

[No. L-20012/186/2004-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.1), DHANBAD

IN THE MATTER OF A REFERENCE U/S 10(1)(D) (2A)
OF I.D.A.C.T, 1947.

Ref. No. 85 of 2005

Employers in relation to the management of M/S TISCO

AND

Their workmen

Present : SRI RANJAN KUMAR SARAN,
Presiding officer

Appearances:

For the Employers : Shri D.K.Verma, Advocate

For the workman : Shri R.R.Ram, Rep.

State : Jharkhand.

Industry : Coal.

Dated. 27/3/2014

AWARD

By Order No.L-20012/186/2004-IR (C-I), dated.24/11/2005, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of Bahujan Mazdoor Union from the management of Tisco to grant employment to one of the dependents of Late Sh. Santa Singh, Senior overman, Tisco on compassionate ground is justified ? If so, to what relief is/are the said dependents(s) entitled. ?”

2. The case is received from the Ministry of Labour on 28.11.2005. After notice both parties appeared , the Sponsoring Union files their written statement on 07.12.2005. Thereafter the management files their written statement-cum-rejoinder on 06.07.2006. Only one witness is examined on behalf of the workman.

3. The short point involved in this case, that this is a case of dependent employment . Admittedly the workman died while he was in job. Management disputed that the workman has not died during the course of his employment. Though the applicant has specifically pleaded that the workman died while on duty. That has not been specifically denied by the management.

4. Moreover the applicant has stated that his name was recorded in medical register as dependent of the deceased workman and that fact has not been specifically denied by the management. This being the position, there is no impediment to give the dependant employment.

6. Considering the fact and circumstances of this case, I hold that the demand of Bahujan Mazdoor Union from the management of Tisco to grant employment to one of the dependent of late Shri Santa Singh, senior overman Tisco on compassionate ground is justified, Hence it is ordered to give employment to one of the dependent who will be found suitable after proper verification as per norms.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 5 मई, 2014

का.आ. 1452.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सहारा एअरलाइंस लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, चैनर्स के पंचाट (संदर्भ संख्या 49 का 2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 05/05/2014 को प्राप्त हुआ था।

[सं. एल-11012/17/2009-आईआर (सीएम-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2014

S.O. 1452.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/2009) of the Central Government Industrial Tribunal-cum-Labour Court Chennai, as shown in the Annexure, in the industrial dispute between the management of M/s. Sahara Airlines Ltd., and their workmen, received by the Central Government on 05/05/2014.

[No. L-11012/17/2009-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 12th February, 2014

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 49/2009

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Jet Airways, Sahara India Commercial Corporation Ltd. And Sahara Airlines Ltd. and their workman)

BETWEEN

Sri P. Suresh : 1st Party/Petitioner

AND

1. M/s. Sahara Airlines Ltd. : 2nd Party/
L-70/329, Mahipalpur extension 1st Respondent
New Delhi-110037

2. M/s. Sahara India : : 2nd Party/
Commercial Corp. 2nd Respondent
Sahara India Centre, 8th floor
No. 2, Kapoorthala Complex,
Aliganj, Lucknow-226024

3. M/s. Jet Airways Ltd. : 2nd Party/3rd
SM Centre, Andheri-Kurla Road- Respondent
Andheri East, Mumbai-400059

Appearance:

For the 1st Party/ Petitioner : M/s. M. Muthupandian, G. Mutharasu, G. Alexander, Advocates

For the 2nd Party/ 1st Respondent : M/s. Gupta & Ravi, Advocates

For the 2nd Party/ 2nd Respondent : Sri V. Devraj, Authorized Representative

For the 2nd Party/ 3rd Respondent : M/s. Gupta & Ravi, Advocates

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-11012/17/2009-IR (CM-I) dated 19.06.2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of Sri P. Suresh for his absorption in Jet Lite by the Management of Jet Airways with reference to the Share Purchase Agreement dated 01.04.2007 entered by the Management of Jet Airways (India) Ltd., Sahara India Commercial Corporation Ltd. and others and Sahara Airlines Ltd. is justified and legal? (ii) to what relief is the workman concerned entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 49/2009 and issued notice to both sides. The petitioner, the Second Respondent and the third respondent have entered appearance and filed Claim Statement and Counter Statements respectively. The First respondent, though represented by Counsel did not file any Counter Statement.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner was appointed by the First Respondent as loader on 26.01.1994. On 18.01.2006 there was a tripartite agreement between the three respondents. By this agreement, pilots, co-pilots, engineers, technicians and key managers of the First Respondent were allowed to continue under the employment of Third Respondent to whom the First Respondent establishment was transferred. On 20.04.2007 the First Respondent purported to transfer the petitioner to the Second Respondent and the Second Respondent in turn put the petitioner on deputation with the Third Respondent. On 01.06.2007, the Second Respondent transferred the petitioner to Srikakulam. The petitioner had objected the transfer on the ground that he was appointed by the First Respondent and that his lien continued with the First Respondent.

The petitioner had joined at Srikakulam but he had to come back because of problem with the language and food. The petitioner had raised the dispute claiming absorption with the Third Respondent. The First Respondent had in fact merged with the Third Respondent by the Share Purchase Agreement dated 18.01.2006 as amended on 01.04.2007. The petitioner is entitled to be absorbed with the Third Respondent as its employee. The petitioner should be treated as a continued employee as per the Share Purchase Agreement. If the Third Respondent is not bound to absorb the petitioner, the service of the petitioner with the First Respondent stands terminated and such termination would amount to retrenchment for which permission under Section-25(N) of Industrial Disputes Act is necessary. The petitioner would be entitled to three months salary in lieu of notice and retrenchment compensation under Section-25(N) of the ID Act. The petitioner had never been employed with the Second Respondent. He had not consented to be employed by the Second Respondent. The transfer of the petitioner by the Second Respondent to Srikakulam is the result of victimization. The petitioner is entitled to be absorbed by the Third Respondent as its employee. The petitioner is entitled to all the benefits of a “continued employee as per the Share Purchase Agreement”. In case the petitioner is found not entitled to absorption with the Third Respondent his case is to be treated as termination of service by the First Respondent amounting to retrenchment and he is entitled to the compensation payable on retrenchment. An order may be passed accordingly.

4. The Second Respondent has filed Counter Statement contending as follows :

The reference is not maintainable as the Central Government is not the appropriate government as far as the Second Respondent is concerned. This tribunal has no territorial jurisdiction to entertain the claim. The petitioner is not claiming any relief from the Second Respondent. So proceedings against the Second Respondent is to be dropped. The dispute is not maintainable also for the reason that it is covered by Section-25(FF) of the ID Act. The service of the petitioner was never terminated by the Second Respondent. So the dispute is not maintainable under Section-2(A) of the ID Act. At the time of transfer of ownership and management of the First Respondent to the Third Respondent service of the petitioner was transferred to Second Respondent on the same terms. This transfer was duly accepted by the petitioner. On request by the Third Respondent the second Respondent had deputed some employees including the petitioner to the Third Respondent. The petitioner has accepted this work on deputation and has served with the Third Respondent on deputation for a period of 90 days. After expiry of this period the petitioner has reported back to the Second Respondent for duty. The Second Respondent had paid

Rs. 40,000 to the petitioner as ex-gratia compensation/management incentive. This amount is accepted by the petitioner. The petitioner who was transferred to Srikakulam had accepted the transfer and had joined for duty at the place of transfer. He had worked there from 06.07.2007 to 15.07.2007. There was no termination of the service of the petitioner by the Second Respondent. The petitioner had left the place of transfer on his own accord. Since the petitioner was neither retrenched, dismissed or discharged from service the dispute raised under Section-2(A) of the Industrial Disputes Act is not maintainable. It is incorrect to state that the First Respondent merged with Third Respondent. The ownership of First Respondent was taken over by the Third Respondent by acquiring all the shares of the First Respondent. The relationship of employer and employee between the petitioner and the Second Respondent has come into existence at the time the petitioner accepted the order of transfer and joined for duty at the place of transfer. The petitioner is not entitled to any relief against the Second Respondent.

5. The Third Respondent has filed counter statement contending as follows :

A dispute under Section-2(A) under ID Act can be raised only in case of termination of the service of an employee by way of dismissal, retrenchment or discharge. The issue of absorption of an employee by an employer could not be the subject matter of dispute under Section-2(A) of the Industrial Disputes Act. Since the case of the petitioner is not espoused by any Trade Union it is not maintainable under Section-2(K) of the Industrial Disputes Act also. The Third Respondent has entered into a Share Purchase Agreement dated 18.01.2006 as amended on 01.04.2007 with the Second Respondent and the First Respondent. As per the terms of the Share Purchase Agreement the erstwhile employees of the First Respondent are either continued employees or transferred employees. The petitioner comes under the category of transferred employees. He is not entitled to seek any relief against the Third Respondent. As per the Share Purchase Agreement the obligation of the Third Respondent was to provide employment only to employees who fall under the category of continued employees. In view of the provisions of Section-25FF of the ID Act the dispute is not maintainable against the Third Respondent. The service of the petitioner was continued with the Second Respondent. He was not terminated from service at any point of time. The petitioner had accepted the order of transfer of Second Respondent and had joined duty at Srikakulam. The allegation that the First Respondent got merged with the Third Respondent under the Share Purchase Agreement is not correct. The First Respondent continues to remain as a separate legal entity. The petitioner has no right to be treated as continued employee under the Share Purchase agreement. Since the provisions of Section-25(FF) are attracted the petitioner cannot claim

any relief against the First Respondent or the Third Respondent. The petitioner is not entitled to any relief.

6. The evidence in the case consists of oral evidence of WW1 and MWs 1 and 2 and documents marked as Ext.W1 to Ex.W4 and M1 and M2.

7. The points that arise for consideration are:

- (i) Whether the petitioner is entitled to absorption with the Third Respondent on the basis of the Share Purchase Agreement dated 01.04.2007?
- (ii) In the alternative, whether the service of the petitioner with the First Respondent is to be deemed to have been terminated? Whether the petitioner is entitled to retrenchment compensation?

Point No. 1

8. The petitioner was working as loader with Sahara Airlines Ltd from 26.01.1994. The ownership in respect of the First Respondent was transferred to the Third Respondent by Share Purchase Agreement dated 18.01.2006 as amended on 01.04.2007. Ext.M1 is the Share Purchase Agreement dated 18.01.2006 and Ext.M2 is the Share Purchase Agreement dated 01.04.2007. The case of the petitioner is that in fact it is not a transfer but that by the two Share Purchase Agreements, the First Respondent had merged with the Third Respondent. It is claimed by the petitioner that he is entitled to be absorbed with the Third Respondent as an employee of the Third Respondent, consequent to the Share Purchase Agreement. According to the petitioner, while some of the employees of the First Respondent were retained even after the Share Purchase Agreement, the petitioner and some others were not. His case seems to be that this is discriminatory and that he is also entitled to be absorbed in the Third Respondent. The Third Respondent has contended that as per the Share Purchase Agreement only those employees who are defined as continued employees are entitled to continue in the service of Third Respondent and that those employees including the petitioner who are considered as transferred employees in the agreement are not entitled to be in the service of the Third Respondent. Apart from this, it is also contended by the Third Respondent as well as the Second Respondent that the claim for absorption by the petitioner is not maintainable. According to them, it is a dispute that is raised by the petitioner individually under Section-2A of the ID Act which according to them is not maintainable. It is further contended that even if a dispute is treated to be under Section-2(K) of the ID Act also the claim is not maintainable.

9. The prayer of the petitioner in the Claim Statement is that "this Tribunal may be pleased to hold that the demand of the petitioner for his absorption in Jet Lite by the Management of Jet Airways with reference to the Share Purchase Agreement dated 01.04.2007 entered by the

management of Jet Airways (India) Ltd., Sahara India Commercial Corporation and Others and Sahara Airlines Ltd. is justified and legal, together with back wages, continuity of services, all increments and other attendant benefit with costs". Thus it could be seen that the main relief sought by the petitioner is absorption as an employee in the service of the Third Respondent who had purchased the entire shares of the First Respondent by Ext.M1 and Ext.M2. Is such a claim raised by the petitioner maintainable? Section-2A(i) states that where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with or arising out of such discharge, dismissal, retrenchment or termination shall be deemed to be an Industrial Dispute notwithstanding that no other workman nor any Union of Workmen is a party to the dispute. Thus, it could be seen that Section-2A which was brought into the statute by subsequent amendment is a privilege and prerogative given to an individual workman who is not supported by any Union of Workmen to raise dispute and contest his case. However, Section-2A places some restrictions on the workman regarding the matters on which he is entitled to raise the dispute which is to be deemed to be an Industrial Dispute. As could be seen from the section, a dispute under Section-2A can be raised only if the employer discharges, dismisses, retrenches or otherwise terminates the service of an individual workman. The demand of the petitioner is that he having been a workman under the First Respondent is entitled to continue as workman with the Third Respondent to which the shares of the First Respondent had been transferred and that he is entitled to be absorbed in the services of the Third respondent. Such a demand for absorption could not be raised under Section-2A of the ID Act since a dispute under this section can be raised only in case of discharge, dismissal, retrenchment or termination otherwise from service as a workman. So there is sufficient force in the argument advanced on behalf of the Second and Third Respondents that the relief of absorption with the Third Respondent is not maintainable under Section-2A of the ID Act.

10. It has been pointed out by the counsel for the Third Respondent that the claim of the petitioner could not be treated as one under Section-2(k) of ID Act also. To raise a dispute under this Section it should be supported by a Union of the Workmen or a substantial number of workmen supporting the aggrieved workman. The petitioner has no support either from any Union or from a substantial number of workmen so the relief of absorption is not maintainable even under Section-2(k) of the ID Act also.

11. It has been argued by the counsel for the Third Respondent that even otherwise the Third Respondent is not liable to absorb the petitioner in its services. In this respect the terms and conditions of the Share Purchase

Agreement are relevant. At the time of execution of the agreement the employees of the First Respondent are divided into two categories, continued employees and others. The pilots, co-pilots, engineers, technicians and key managers of the First Respondent are defined as continued employees. As per the agreement the Second Respondent and others who are the vendors have agreed to transfer all other employees of the First Respondent Company to any other entity of the Sahara Group. There is a further clause that in case the transferred employees do not agree to the transfer to any entity of the Sahara Group they will take steps to terminate the employment of such persons before the closing date and had also undertaken to indemnify the purchaser against any losses and liabilities arising out of or relating to any transferred employee. Thus according to the Third Respondent, the obligation of the Third Respondent is to provide employment only to the employees who fall under the category of continued employees. If the terms of the Share Purchase Agreement are taken into account certainly there is no responsibility for the Third Respondent to take within its fold the employees of the First Respondent except the "continued employees".

12. There is also a case for the petitioner that actually the result of the Share Purchase Agreement is the merger of the First Respondent with the Third Respondent and not a transfer. This contention of the petitioner could not be accepted. What is seen from the Share Purchase Agreement is that the Second Respondent who is the major shareholder in the First Respondent and also other shareholders have sold the entire shares to the Third Respondent thus effecting a transfer of the First Respondent Company to the Third Respondent. So it is not a case of merger also. So in the absence of any provision in the Share Purchase Agreement, the Third Respondent who is the transferee in respect of the First Respondent Company is not liable to absorb the petitioner as an employee of the Company. The point is found against the petitioner.

Points (ii) & (iii)

13. I have already found under Point No. 1 that the claim for absorption is not maintainable under Section-2A or even Section-2(K) of the ID Act. The argument that has been advanced on behalf of the Third Respondent is that for this reason itself the case of the petitioner is to be thrown away at the threshold itself. In fact if the prayer made by the petitioner in the relief portion of the Claim Statement alone is taken into account this certainly will hold good. But on going through the petition, it could be seen that even if the petitioner has not made a request in the prayer portion of the Claim Statement he has raised an alternative claim for retrenchment compensation also. In Para 9 of the Claim Statement the petitioner has stated that if the contention of the Third Respondent that it is not bound to absorb the petitioner in its service is accepted

the service of the petitioner would stand terminated by the First Respondent and such termination would amount to retrenchment for which permission under Section-25(N) of the ID Act is necessary. He has stated that in any case he would be entitled to three month's salary in lieu of notice under Section-25(N) of the ID Act apart from retrenchment compensation due to him.

14. The above contention of the petitioner is met by the Second Respondent as well as by the Third Respondent relying upon Section-25FF of the ID Act. The case of the Second Respondent is that the service of the petitioner has been transferred to the Second Respondent on transfer of the First Respondent Company to the Third Respondent and therefore the proviso to Section-25FF of the ID Act is attracted and the petitioner is not entitled to any retrenchment compensation. As per Section-25FF, in the normal course, where the ownership or management of an undertaking is transferred whether by agreement or by operation of law, from the employer in relation to the undertaking, to a new employer, every workman who has been in continuous service for not less than 1 year in that undertaking immediately before such transfer shall be entitled to notice and compensation in accordance with the provisions of Section-25F of the Act as if the workman had been retrenched. However the section is followed by a proviso that nothing in the section shall apply to a workman in any case where there has been a change of employers by reason of the transfer if (a) the service of the workman has not been interrupted by such transfer (b) the terms and conditions of service applicable to the workman after such transfer are not in any way less favourable to the workman than those applicable to him immediately before the transfer and (c) the new employer is, under the terms of such transfer or otherwise, legally liable to pay the workman, in the event of his retrenchment, compensation on the basis that his service has been continuous and not being interrupted by the transfer.

15. The contention raised on behalf of the Second Respondent is that the service of the petitioner having been transferred to it consequent to the execution of the Share Purchase Agreement, the service of the petitioner has not been interrupted by such transfer. It is further contended that the terms and conditions of service applicable to the petitioner after the transfer is not less favourable to him than those applicable to him immediately before the transfer.

16. Ext.W4 is the copy of the order given by the Second Respondent to the petitioner stating that his services is transferred to Srikakulam in Andhra Pradesh in the same cadre with effect from 07.06.2007 with the same pay and allowances. By way of caution probably, it is further stated that those pay and allowances shall in any way be not less favourable than those presently drawn by the petitioner. It is an admitted fact that the petitioner has

accepted the order of transfer and had gone to Srikakulam in Andhra Pradesh and had joined there. What he had stated in the Claim Statement is that he had problem in food and language and had problems back at home and therefore he had come back and raised the dispute. In his affidavit in lieu of Chief Examination the petitioner has stated that there is no privity of contract between him and the Second Respondent who had transferred him to Srikakulam. Again, what he has stated in his affidavit is that though he had gone to Srikakulam he had no work there and he was forced to come back. He has admitted during his cross-examination that he was not terminated from service while he was at Sri but he had come back on his own accord from Srikakulam.

17. The counsel for the Respondent had argued relying upon judicial pronouncements that it is case of the petitioner absenting himself from work and it is not a case of termination from service and therefore he is not entitled to any retrenchment compensation at all as if terminated from service. Of course if it is a case of abandonment of work the worker will not be entitled to relief.

18. However, in spite of the fact that the petitioner, on the basis of the transfer order had gone to Srikakulam and joined there for duty, there seems to have been no employer and employee relationship between him and the Second Respondent before the Share Purchase Agreement. It is admitted fact the petitioner was working in the First Respondent Company as loader. Consequent to the Share Purchase Agreement the Second Respondent seems to have assumed the role of an employer and had been meddling with the affairs of the petitioner. The petitioner was then sent to the Third Respondent on deputation for a period of 90 days. It was thereafter he was sent to Srikakulam. Ext.W1 is the order of appointment of the petitioner. He has been shortlisted for the job by the First Respondent. Ext.W2 is the appointment order given to the petitioner on completion of his probation / learning period by the First Respondent. In spite of the fact that the appointment was made by the First Respondent, Ext.W4 letter was given by the Second Respondent after the Share Purchase Agreement as if the petitioner was employed by it but was on deputation with the First Respondent. But this never could have been. The First and Second are separate entities, though within the same group of companies. The Second Respondent was only the major shareholder in respect of the shares in the First Respondent. As could be seen from the Share Purchase Agreements marked as Ext.M1 and M2, three others also had shares with the First Respondent. So the employment of the petitioner was with the First Respondent which is an entity different and distinct from the Second Respondent. It is not known how the Second Respondent had assumed the role of the employer and had pretended that the petitioner was under its service and was on deputation with the First Respondent. From the Counter

Statement and notes of argument submitted on behalf of the Second Respondent it could be seen that the Second Respondent did not consider itself as the employer of the petitioner. In the notes of argument there is no claim that the petitioner was under the employment of the Second Respondent and was sent on deputation to the First Respondent. On the other hand what is stated is that while taking over the ownership and management of Respondent No. 1, the management of Respondent No. 3 had not absorbed the entire workforce on their rolls and the claimant was one such employee of Respondent No. 1 who was not absorbed and in the circumstances, the Second Respondent had decided to absorb him in its service. In the Counter Statement the claim is that employer employee relationship between the petitioner and 2nd Respondent came into existence as the petitioner accepted the transfer order. These statements will make it clear that on execution of the Share Purchase Agreement the Second Respondent had decided to have the services of the petitioner under it. It was not a case where the Second Respondent had employed the petitioner with the First Respondent.

19. Now it is to be considered whether the proviso to Section-25FF of the ID Act will become applicable to the case. "Change of the employer by reason of the transfer" contemplated in the proviso is not some other employer other than the transferee of the undertaking in question. This is clear from the main proviso itself. Once the transfer is effected, every workman who has been in continuous transfer for not less than one year is entitled to compensation in accordance with the provisions of Section-25FF of the Act as if the workman has been retrenched. But the provision will not apply to a workman if the service has not been interrupted by such transfer and the terms and conditions of service after the transfer are not less favourable than earlier. The only interpretation that could be given to it is that if after transfer also the workman has been allowed to continue in the same undertaking under the same or more favourable conditions of service retrenchment compensation will not be payable. If the new employer agrees to pay the Retrenchment Compensation also the section will not apply. In the present case, there is specific clause in the Share Purchase Agreement that the new employer will not be liable to pay any compensation to the employees. Apart from this the vendors had undertaken to pay retrenchment compensation in case the workers are not willing for a transfer with the Second Respondent. The transfer of the petitioner to the Second Respondent on transfer of the First Respondent Company to the Third Respondent is not "change of employer" as contemplated under the proviso to Section-25FF of the Act. It is not only that the petitioner has been thrown out under the pretext of a transfer to the Second Respondent but has been sent to a remote place pretending that the terms and conditions of

service are not less favourable. The Second Respondent is not an entity doing business in airlines at all. It is not known what is the kind of office or work the Second Respondent is having at Srikakulam. Even by the unilateral decision of the First and Second Respondent to take in the service of the petitioner by the Second Respondent there is interruption in the service of the petitioner. Again, the nature of work, that the petitioner was given at Srikakulam, whatever it is, has nothing to do with the work that was done by him with the First Respondent as loader at the Airport. MW2 examined on behalf of the Second Respondent has stated in his Affidavit that it is not doing business in airlines. So under any circumstances, the proviso to Section-25FF of the ID Act is not applicable to the case. If the proviso is not applicable the petitioner would be entitled to retrenchment compensation under Section-25F of the Act. Section-25FF of the Act states that in case of transfer of an undertaking the worker is entitled to notice and compensation under Section-25F as if he had been retrenched. The case of the petitioner is that he is entitled to benefit under Section-25(N) of the Act as the First Respondent was an industrial establishment employing more than 100 workers. It is not in dispute that more than 100 workmen were employed by the First Respondent. Section 25(N) states that no workman employed in any industrial establishment to which the chapter applies who has been in continuous service for not less than one year shall be retrenched until the workman has been given three months notice or has been paid wages for the period of notice. Thus the difference between Section-25(F) and Section-25(N) of the ID Act is that while the earlier section provides for notice or pay for 1 month, the latter section provides for three months notice or pay in lieu of such notice for the period of notice. Being an industrial establishment to which Chapter-5D of the Act is applicable, the petitioner was entitled to three months notice. In the absence of any such notice, he will be entitled to wages for three months. Apart from this, he will be entitled for compensation under Section-25(F)(b) of the Industrial Disputes Act also.

20. The petitioner was admittedly in the service of the First Respondent from 31.01.1994. Thus he was in the service of First Respondent for almost 13 years. He will be entitled to wages for 15 days for each completed year of service. The petitioner has stated that at the time of Share Purchase Agreement he was drawing salary of Rs. 7,763. The First Respondent has already paid Rs. 40,000 to the petitioner, though as ex-gratia payment. Considering everything the compensation payable to the petitioner is fixed as Rs. 1,00,000.

21. Now the question is on whom is the liability to pay the compensation. As already stated, as per the terms of the Share Purchase Agreement, the Third Respondent has

no liability to compensate the employees of the First Respondent. So liability could not be cast on the Third Respondent. The First Respondent is the establishment with which the petitioner was employed. Clause-12.2 of the Share Purchase Agreement states that if the employees are not willing to be transferred to any other entity the vendors will take steps to cause the company that is the First Respondent to terminate the employment of such persons before the closing date. The vendors of which the Second Respondent is the major share holder had also agreed to indemnify and hold harmless the company and the purchaser against any and all losses, claims and liabilities arising out of or relating to any transferred employees including as regards the termination or retrenchment benefits. So Respondents 1 and 2 are liable to pay compensation to the petitioner.

22. Accordingly, I direct the Respondents 1 and 2 to pay the petitioner Rs. 1,00,000 as compensation. The amount will carry interest @ 9% per annum from the date of the award.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 12th February, 2014)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined

For the 1st Party/ : WW1, Sri P. Suresh
Petitioner

For the 2nd Party/ : MW1, Ms. A. Sadhana
1st, 2nd & 3rd Management: MW2, Sri V. Devraj

Documents Marked

On the Petitioner's side

Ex.No.	Date	Description
Ex.W1	31.01.1994	Appointment Order
Ex.W2	27.09.1995	Appointment Confirmation letter by the 1st Opposite Party
Ex.W3	27.12.2007	The petitioner legal notice to the 1st Opposite Party
Ex.W4	01.06.2007	Letter to the petitioner from Sahara India Commercial Corporation Limited.

On the Management's side

Ex.No.	Date	Description
Ex.M1	18.01.2006	Share Purchase Agreement
Ex.M2	01.04.2007	Amended Share Purchase Agreement

नई दिल्ली, 5 मई, 2014

का.आ. 1453.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सहारा एअरलाइन्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ संख्या 59 का 2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05/05/2014 को प्राप्त हुआ था।

[सं. एल-11012/27/2009-आईआर (सीएम-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2014

S.O. 1453.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 59/2009) of the Central Government Industrial Tribunal-cum-Labour Court Chennai, as shown in the Annexure, in the industrial dispute between the management of M/s Sahara Airlines Ltd., and their workmen, received by the Central Government on 05/05/2014.

[No. L-11012/27/2009-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

Thursday, the 9th January, 2014

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 59/2009

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of M/s Sahara Airlines and Two Others and their workman)

BETWEEN

Sri K. Govindaraj : 1st Party/Petitioner

AND

1. M/s Sahara Airlines Ltd. : 2nd Party/
L-70/329, Mahipalpur Extension 1st Respondent
New Delhi-110037
2. M/s Sahara India Commercial : 2nd Party/
Corpn. Ltd. 2nd Respondent
Aliganj, Lucknow-226024
3. M/s Jet Airways Ltd., : 2nd Party/
Andheri East, Mumbai-400059 3rd Respondent

Appearance:

For the 1st Party/ Petitioner : Sri K. Sudalaikannu,
S. Annamalai, Advocates

For the 2nd Party/
1st and 3rd Respondent : M/s Gupta & Ravi,
Advocates

For the 2nd Party/
2nd Respondent : Sri V. Devraj, Authorized
Representative

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-11012/27/2009-IR (CM-I) dated 19.06.2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of Sri K. Govindaraj for his absorption in Jet Lite by the Management of Jet Airways with reference to the Share Purchase Agreement of dated 01.04.2007 entered by the Management of Jet Airways (India) Limited, Sahara India Commercial Corporation Ltd. and others and Sahara Airlines Limited is justified and legal? (ii) To what relief is the workman concerned entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 59/2009 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed claim and counter statements respectively. The evidence was recorded in the case also and the matter has been posted for hearing. In the meanwhile, the parties have settled the matter. They have filed a joint memo stating that they have entered into a settlement regarding the dispute and that the petitioner is withdrawing the dispute.

3. In the above circumstance, the above ID is closed as withdrawn.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 9th January, 2014)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

Documents marked

On the Petitioner's side

Ex.No.	Date	Description
		—Nil—

On the Management's side

Ex.No.	Date	Description
		—Nil—

नई दिल्ली, 5 मई, 2014

का.आ. 1454.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 87 का 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/107/1999-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2014

S.O. 1454.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 87/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad, as shown in the Annexure, in the industrial dispute between the management of M/s BCCL, and their workmen, received by the Central Government on 05/05/2014.

[No. L-20012/107/1999-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.1), DHANBAD

IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A)

OF I.D.ACT, 1947

LOK-ADALAT

Ref. No. 87 of 2000

Employers in relation to the management of
Mudidih Colliery, M/S BCCL

AND

Their workmen

Present : Sri Ranjan Kumar Saran, Presiding officer

Appearances:

For the Employers. : Shri D.K.Verma, Advocate

For the workman. : Shri S.N.Goswami, Advocate

State : Jharkhand Industry:-Coal

Dated. 31/3/2014

AWARD.

By Order No.L-20012/107/1999-IR(C-I), dated 18/08/1999, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Mudidih Colliery of M/S BCCL in not regularising Sri Bhola Nath Jaiswara, M/Loader to the post of Hindi Typist

or U.G. Munshi is justified? If not to what relief the concerned workman is entitled.

2. The case is received from the Ministry of Labour on 23.02.2000. The workman files their written statement on 30.04.2007. The point involved in the reference is that the workman is Miner Loader but he is working as Hindi typist, And his case for regularization.

3. In course of hearing of the case It is felt proper to decide the case in following manner.

4. The workman is out of employment since 1996. It is felt that his regularization as Hindi typist is not proper but the workman be taken as miner Loader in the service roll of the management Hence it is ordered to take the workman as a miner loader immediately without back wages, after the publication of the award in the Gazette of India.

This is my award

R. K. SARAN, Presiding Officer

नई दिल्ली, 5 मई, 2014

का.आ. 1455.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 186 का 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/38/2000-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2014

S.O. 1455.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 186/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad, as shown in the Annexure, in the industrial dispute between the management of M/s BCCL, and their workmen, received by the Central Government on 05/05/2014.

[No. L-20012/38/2000-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

Reference 186 of 2000

In the matter of reference U/S 10 (1) (d) (2A) of
I.D. Act, 1947

Parties: Employer in relation to the management of
Loyabad Colliery M/S BCCL

AND

Their workmen

mallah and his 10 years old sister. Death in the family of a working man is really a harness and constant burden on the entire family.

6. Considering the facts and circumstances of this case, I hold that the action of the management of Tetulmari Colliery of M/S BCCL in not providing dependent employment to Shri Munna Kumar Mallah, S/O Late Shanti Mallahin, W/Loader, Under the provision of NCWA is not justified , Hence the applicant be given employment on natural justice after observing all formalities without being rigid at least. The result of implementation of award be communicate to this Tribunal for reference.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 5 मई, 2014

का.आ. 1457.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुवंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 13/1999) को प्रकाशित करती है जो केन्द्रीय सरकार को 05/05/2014 को प्राप्त हुआ था ।

[सं. एल-20012/472/1997-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2014

S.O. 1457.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 13/1999) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad, as shown in the Annexure, in the industrial dispute between the management of M/s BCCL, and their workmen, received by the Central Government on 05/05/2014.

[No. L-20012/472/1997-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.1), DHANBAD.

IN THE MATTER OF A REFERENCE U/S 10(1)(D) (2A)
OF I.D.ACT, 1947.

Ref. No. 13 of 1999

Employers in relation to the management of Bhalgora Colliery of M/S B.C.C.L.

AND.

Their workmen

Present : Sri Ranjan Kumar Saran, Presiding Officer

Appearances:

For the Employers. : Sri D.K.Verma, Advocate

For the workman. : Sri D.Mukherjee, Rep.

State : Jharkhand.

Industry : Coal.

Dated. 21/2/2014

AWARD.

By Order No.L-20012/472/1997 -IR -(C-I) dated 27/01/1999 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of M/S BCCL in denying the employment to wife of Sri Maheshwar Manjhi on compassionate ground is legal and justified ? If not, to what relief the wife of concerned workman is entitled to?”

2. The case is received from the Ministry of Labour on 08.02.1999. After notice both parties appeared, the sponsoring Union files their written statement on 14.07.1999. The Management files their written statement-cum-rejoinder on 16.12.1999. Thereafter the workman files their rejoinder on 10.04.2000.
3. The short point involved in this case is whether dependent of the dismissed workman is entitled to compensatory employment under the management .
4. The case of the workman is since the workman has been illegally dismissed , his legal representative, the present applicant be given employment.
5. On the other hand the counsel for the management submits that, since the workman has been rightly dismissed and it has accepted the same, as he is not raised the dispute against the dismissal order of the management, his claim can not be entertained, After dismissal and death of the deceased workman this dispute is raised for dependent employment. The present applicant has no claim what so ever.
6. Before this Tribunal record of dismissal is not here. No this Tribunal has any scope to say whether the dismissal of the workman was proper or not. Moreover no reference to that effect made before this Tribunal.
7. Considering the facts and circumstances, I hold that the action of the management of M/S BCCL in denying the employment to wife of Sri Maheshwar Manjhi on compassionate ground is legal and justified. Therefore there is no scope to give any relief to the applicant in this reference. The reference answered against the workman.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 5 मई, 2014

का.आ. 1458.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 80 का 2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 05/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/196/2003-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2014

S.O. 1458.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 80/2004) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 05/05/2014.

[No. L-20012/196/2003-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO.1), DHANBAD.
IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A)
OF I.D.A.C.T, 1947.**

Ref. No. 80 of 2004

Employers in relation to the management of
P.B.Area, M/S BCCL

AND.

Their workmen.

Present : Sri Ranjan Kumar Saran, Presiding Officer
Appearances :

For the Employers. : Sri D.K Verma, Advocate

For the workman. : Sri P.M. Prasad, Advocate

State : Jharkhand. Industry:-Coal

Dated 17/2/2014

AWARD.

By Order No.L-20012/196/2003 -IR (C-I), dated. 17/12/2003, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

“Whether the demand of the Bihar Pradesh Colliery Mazdoor congress from the management of south Balihari colliery for regularizing Sri Jethu Mahto as store mate in clerical Grade-III w.e.f. 02.05.95 is

justified ? If so , to what relief is the concerned workman entitled?”

2. After receipt of the reference 20.07.2004 both parties are noticed, The Sponsoring Union/workman files their written statement on 08.11.2004, Thereafter the management files their written statement on 19.07.2005. workman filed seven documents marked as exhibit w.1 to w.7. one witness each has been examined by both side.

3. The claim of the workman is that he is to be regularized In clerical grade as he has requisite qualification and experience. Not only that vide Ext. w-7 the workman's name has been recommended for consideration of his name for the post of clerical grade-III by Deputy Chief Personnel Manager P.B. Area.

4. It has also transpired that he has been working as store mate for about 3 years. The management witness admitted Ext. W-7 is their document. As per letter no. BL/ Authorisation/95/45 dated 02.05.1995 workman concerned is authorized to work as store mate with immediate effect which is marked as W-1. Without any speaking order the higher authority refused to regularize the workman, and simply ordered he is not to be regularized is illegal.

5. Considering the facts and circumstances of this case, I hold that the demand of the Bihar Pradesh Colliery Mazdoor congress of the management of South Balihari Colliery for regularizing Sri Jethu Mahto as store mate in clerical Grade-III w.e.f. 02.05.95 is legal and justified. Hence the workman is recommended to be regularized. He be regularized in the said post soon after the publication of the award in the gazette of India.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 5 मई, 2014

का.आ. 1459.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 27 का 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/379/1998-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2014

S.O. 1459.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 27/2000) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. CCL, and their workmen, received by the Central Government on 05/05/2014.

[No. L-20012/379/1998-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO.1), DHANBAD.**
IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A)
OF I.D.ACT, 1947.

Ref. No. 27 of 2000

Employers in relation to the management of Giddi Washery, M/S C.C.L
AND.
Their workmen.

Present : Sri Ranjan Kumar Saran, Presiding Officer

Appearances:

For the Employers. : Sri D.K.Verma, Advocate

For the workman. : Sri D.Mukherjee, Rep.

State : Jharkhand. Industry:-Coal.
Dated.7/4/2014

AWARD.

By Order No.L-20012/379/1998 -IR -(C-I), dated 03/01/2000, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Giddi Washery, M/S C.C. Ltd, P.O-Giddi, “A” Distt-Hazaribagh in not regularizing 111 piece rated workers (as per list) to time rated category is legal and justified ? If not, to what relief the workmen concerned are entitled and from what date ??”

Annexure

(List of workmen)

1	Smt Samaji Lohar	18	Smt. Bimla Oraon
2	Smt Fudwa	19	Smt. Lalmati Devi
3	Smt Parden Oraon	20	Smt. Birsi Munda
4	Smt. Piyaso Tigga	21	Smt. Kadmi Bedia
5	Smt.Surti Bedia	22	Smt. Sundari Oraon
6	Smt. Rupai Oraon	23	Smt. Bedia Oraon
7	Smt. Dhular Devi	24	Smt. Parmila Munda
8	Smt. Lalit Oraon	25	Smt. Churmunia
9	Smt. Dulari Tigga	26	Smt. Budhni Bedia No.1
10	Smt. Shanti No.I	27	Smt. Lakhpuria
11	Smt. Feto Munda	28	Smt. Runuwa Gunjhu
12	Smt. Saro Mahali	29	Smt. Sumitra Oraon
13	Smt. Nagi Oraon	30	Smt. Tilki Bedia
14	Smt. Bali Mahato	31	Smt. Malti Munda
15	Smt. Dayamuni Tigga	32	Smt. Koshilya Munda-1
16	Smt. Mangari Oraon	33	Smt. Sanhho Gunjhu
17	Smt. Budhni Munda	34	Smt. Birsi Bedia(raw coal)
		35	Smt. Birsi Bedia (RCRA)
		36	Smt. Gujri Ganjnu
		37	Smt. Sugia Lohar-2
		38	Smt. Hiramuni Oraon
		39	Smt. Hiramuni
		40	Smt. Johny Oraon
		41	Smt. Pramila Bhagat
		42	Smt. Surpatia Bedia -2
		43	Smt. Pyarmuni Manjhi
		44	Smt. Panwa Mohli
		45	Smt. Sukhmuni Shah
		46	Smt. Butan Bedia
		47	Smt. Bandhni Oraon
		48	Smt. Kari Oraon
		49	Smt. Salmi Oraon
		50	Smt. Nirmala Kujur
		51	Smt. Jatri Karmali
		52	Smt. Hulasi Bedia
		53	Smt. Dashmi Ganjhu
		54	Smt. Manti Oraon
		55	Smt. Dayanti Oraon
		56	Smt. Ratni Munda No. 2
		57	Smt. Ratni Bedia-1
		58	Smt. Subasi No.1
		59	Smt. Sugia Karmali -1
		60	Smt. Lilua Bedia
		61	Smt. Fulmania Ganjhu-1
		62	Smt. Maina Oraon
		63	Smt. Kaushilya Ganjhu-1
		64	Smt. Karmi Ganjhu
		65	Smt. Dhaneshwari Mistry
		66	Smt. Sarswatia Ganjhu -1
		67	Smt. Popen Oraon
		68	Smt. Dhamatia Ganjhu No. 1
		69	Smt. Fulmania Mahli-2

70 Smt. Tali Bakhla
 71 Smt. Surpatia Bedia
 72 Smt. Bedna
 73 Smt. Raimuni
 74 Smt. Alkha Mahli
 75 Smt. Munia Ganjhu No.1
 76 Smt. Munia No.2
 77 Smt. Balki Oraon
 78 Smt. Parwatia Munda-1
 79 Smt. Sanjhwa Oraon
 80 Smt. Durgi Oraon
 81 Smt. Reshma Bedia
 82 Smt. Sitamuni Bedia
 83 Smt. Panwa Bedia
 84 Smt. Meri Oraon
 85 Smt. Basmatia Bedia No. 2
 86 Smt. Pusni Karmali
 87 Smt. Sarojni Kerketta
 88 Smt. Bilaso Ganjhu
 89 Smt. Muju Munda No.2
 90 Smt. Sanichari Bedia
 91 Smt. Bandhni Munda No-3
 92 Smt. Basmatia Munda No.2
 93 Smt. Fulmania Ganjhu No.3
 94 Smt. Sohgi Ganjhu
 95 Smt. Fulmania Mistri
 96 Smt. Talomuni
 97 Smt. Tito Oraon
 98 Smt. Jamuna Oraon
 99 Smt. Sonamuni Oraon
 100 Smt. Manju Bedia No.1
 101 Smt. Aso Ganjhu
 102 Smt. Jhalwa Bedia
 103 Smt. Bariso Ganjhu
 104 Smt. Sarsawatia Munda No.2
 105 Smt. Fundi Devi
 106 Smt. Kari Ganjhu No. 2
 106 Smt. Mangri Munda No. 2
 108 Smt. Sonamati
 109 Smt. Panmati
 110 Smt. Sukarmuni
 111 Smt. Fula Ganjhu

2. This Case is received from the Ministry on 17.01.2000. During the pendency of the case Sponsoring Union submits that management is regularized all the workmen in the meantime & praying that the Union is not contesting the reference. It is felt that the dispute between parties is resolved. Hence "No dispute" award is passed. communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 5 मई, 2014

का.आ. 1460.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 24 का 2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 05/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/96/2009-आईआर (सीएम-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2014

S.O. 1460.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2010) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad, as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 05/05/2014.

[No. L-20012/96/2009-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10(1) (d) (2A) of
I.D. Act, 1947

Reference No. 24 of 2010

Employer in relation to the management of P.B.Area of
M/s. BCCL

AND

Their workman.

Present : Sri R. K. Saran, Presiding Officer

Appearances:

For the Employers : Sri D.K.Verma, Advocate

For the Workman : Sri R.Ram, Rep

State : Jharkhand Industry :- Coal
Dated 20/3/2014

AWARD

By order No.-L-20012/96/2009 IR-(CM-I), dated 11/02/2010 the Central Govt. in the Ministry of Labour has, in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act.1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

"Whether the action of the management of Gopalichuk Colliery under P.B. Area, of M/s. BCCL in dismissing Shri Balmukund Bhua, M/Loader from the service of the company w.e.f. 20.08.2007 is justified and legal? To what relief is the workman concerned entitled?"

2. The case is received from the Ministry of Labour on 08.03.2010 After receipt of reference , both parties are noticed. The Sponsoring Union files their written statement on 16.04.2010. And the management files their written statement -cum-rejoinder on 17.04.2013. The point involved in the reference is that the workman has been dismissed from his services

3. During preliminary hearing it is revealed that the case is dismissal of workman for long absence on duty. But he has already out of service for 7 years. It is felt to give another chance to the workman to serve.

4. Considering the facts and circumstances of this case, I hold that he be taken into job as a fresh employee. But the workman be kept under probation for a period one year and his performance report be given to the undersigned. Therefore the question of back wages does not arise at all.

This is my award

R. K. SARAN, Presiding Officer

नई दिल्ली, 5 मई, 2014

का.आ. 1461.—औद्योगिक अधिनियम, 1947(1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 329/2000) को प्रकाशित करती है जो केन्द्रीय सरकार को 05/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/219/2000-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2014

S.O. 1461.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 329/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad, as shown in the Annexure, in the industrial dispute between the management of M/s CCL, and their workmen, received by the Central Government on 05/05/2014.

[No. L-20012/219/2000-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10(1) (d) (2A) of I.D.Act.
1947

Reference No. 329 of 2000

Employer in relation to the management of Pindra Colliery of M/S CCL.

AND

Their workman

Present : Sri R.K.SARAN, Presiding Officer

Appearances:

For the Employers : Sri D.K.Verma, Advocate

For the Workman : Sri U.N. Lall, Advocate

State : Jharkhand

Industry : Coa.

Dated 25/2/2014

AWARD

By order No.-L-20012/219/2000 (C-I), dated 25/10/2000 the Central Govt. in the Ministry of Labour has, in exercise of powers conferred by clause (d) of Sub-Section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act.1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of M/S CCL Pindra Colliery in terminating the services of Shri Charka Rabidas w.e.f. 26.04.99 on ground of unauthorized absence is just, fair and legal? If not, to what relief is the workman concerned entitled?”

2. The case is received from the Ministry of Labour on 26.11.2000 After receipt of reference , both parties are noticed. The Sponsoring Union files their written statement and the management also files their written statement -cum-rejoinder. The point involved in the reference is that the workman has been terminated from his services.

3. During preliminary hearing it is revealed that the case is dismissal of workman for long absence on duty but he cross the age of superannuation during the pendency of the case.

4. Considering the facts and circumstances of this case I hold that question considering of his re-employment does not arise. But it is felt that the date of dismissal of the workman be treated its premature retirement and accordingly the retirement benefits be given to him.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 5 मई, 2014

का.आ. 1462.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या

123/1995) प्रकाशित करती है जो केन्द्रीय सरकार को 05/05/2014 को प्राप्त हआ था।

[सं. एल-20012/424/1993-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2014

S.O. 1462.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 123/95) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad, as shown in the Annexure, in the industrial dispute between the management of M/s BCCL, and their workmen, received by the Central Government on 05/05/2014.

[No. L-20012/424/1993-IR (C-D)]

M. K. SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO.1) DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of
I.D. Act, 1947

Ref. No. 123 of 1995

Employer in relation to the management of
Simla Bahal Colliery M/S BCCL

AND

Their workmen

Present : SRI RANJAN KUMAR SARAN,
Presiding Officer

Appearances:

For the Employers : Sri D.K.Verma,Advocate

For the workman : Sri S.C.Gour, Rep.

AWARD

By Order No.L-20012/424/93-IR (C-I), dated 06/10/1995, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

"Whether the demand of the Union for regularisation by the management of Simla Bahal Colliery under Balgora Area of M/S BCCL of Shri Gopal Saran Singh and 107 other workers (as per list enclosed) is justified ? If so, to what relief the concerned workman are entitled?"

Sl. No.	Name	Father's Name
1	2	3
1.	Gopal Saran Singh	Sri Khakanu Ram
2.	Binay Prasad	Sri Bhagwan Singh
3.	Binesh Prasad	Sri Mathura Prasad
4.	Shovnath Bhagat	Sri Ramrup Bhagat
5.	Mahesh Pasi	Sri Banshdhari Pasi
6.	Suresh Prasad	Sri Mathura Prasad
7.	Rajendra Prasad Singh	Sri Rambilash Singh
8.	Mahesh Ram	Sri Sahdeo Ram
9.	Vinay Ram	Sri Ganauri Ram
10.	Sheshnath Bhagat	Sri Ramrup Bhagat
11.	Bali Ram	Late Malitar Ram
12.	Naresh Choudhary	Sri prem Choudhary
13.	Doman Choudhary	Sri Mundar Choudhary
14.	Radheshyam Sonar	Sri Nondlal Sonar
15.	Arjun Choudhary	Sri Ram Chandra Choudhary
16.	BhiKhari Choudhary	Sri Bharat Choudhary
17.	Awadhesh Choudhary	Sri Manik Chand Choudhary
18.	Alok Kr. Das	Sri Muktipad Das
19.	Mahesh Pd. Malakar	Sri Shyam Narayan Bhagat
20.	Jitendra Nath Mazumdar	Sri Aswani Kr. Mazumdar
21.	Suraj Mahato	Sri Maina Mahato
22.	Ram Sagar Choudhary	Sri Prahalad Choudhary.
23.	Bindhi Choudhary	Sri Chauthi Choudhary
24.	Krishna Choudhary	Sri Balkeshwar Choudhary
25.	Jagdish Mishtry	Sri Harihar Mistry
26.	Krishna Mahato	Sri Naina Mahato
27.	Prash Choudhary	Sri Jadunandan Choudhary
28.	Shivpujan Choudhary	Sri Rajgri Choudhary
29.	Mahindra Ram	Sri Dhanukdhari Ram
30.	Ram Sagar Choudhary	Sri Shyam Lal Choudhary
31.	Gopal Choudhary	Sri Lakhan Choudhary
32.	Tirath Dhikar	Sri Jathu Dhikar
33.	Saish Kr. Singh	Sri Khakhanu Singh
34.	Gulab Buia	Sri Gandu Buia
35.	Lallu Bhouri	_____
36.	Munilal Choudhary	Sri Bharath Choudhary
37.	Ramsagar Choudhary	Sri Basu Choudhary
38.	Ashok Kr. Rajbhar	Sri Satyananaryan Rajbhar
39.	Rajesh Kr. Modak	Sri Rampada Modak
40.	Ramabhar Roy	Sri Ramdeo Ray
41.	Nand Kishore Choudhary	Sri Sharan Choudhary
42.	Rameshwar Choudhary	Sri Deo Choudhary
43.	Gopal Choudhary	Sri Ram Kishori Choudhary

1	2	3
44.	Bhakori Choudhary	Sri Chhantu Choudhary
45.	Mahendra Choudhary	Sri Shiv Ratan Choudhary
46.	Eswar Choudhary	Sri Kailash Choudhary
47.	Arjun Choudhary	Sri Panchu Choudhary
48.	Kamlesh Choudhary	Sri Jutta Choudhary
49.	Munilal Choudhary	Sri Gulab Ch. Choudhary
50.	Gangabishun Choudhary	Sri Ramdyari Choudhary
51.	Sarjoon Choudhary	Sri Pachu Choudhary
52.	Arjoon Choudhary	Sri Shivsharn Choudhary
53.	Bauleshwar Choudhary	Sri Gulab Chand Choudhary
54.	Sadhu Choudhary	Sri Mandar Choudhary
55.	Parash Choudhary	Sri jatta Choudhary
56.	Ramprit Choudhary	Sri Ram Jatan Choudhary
57.	Rajendra Prasad	Sri Ghutukun Ram
58.	Suresh Prasad 'B'	Sri Late Jagdeo Ram
59.	Mahon Sharma	Sri Narshingh Sharma
60.	Rajsaroj Pasi	Sri Jantilal Pashi
61.	Birendra Sharma	Sri Baidhnath Sharma
62.	Panaur Bhar	Sri Shivnath Bhar
63.	Ramiurat Bhar	Sri Ram Naresh Bhar
64.	Suresh paswan	Sri Bhuneshwar Paswan
65.	Vidyamal Choudhary	Sri Khadiram Choudhary
66.	Ram Prasad Choudhary	Sri Deoki Choudhary
67.	Maini Ram	Sri Lalu Ram
68.	Binod Pd. Dhikar	Sri Balshakhu Dhikar
69.	Shyam Sundar Kushwaha	Sri Chando Mahato
70.	Deonath Rajbhar	Sri Bahadur Rajbhar
71.	Shankar Dhikar	Sri_____
72.	Murari Rajbhar	Sri Sahadeo Rajbhar
73.	Rambhajan Ram	Sri Barhu Ram
74.	Upendra Kumar	Sri Rameshwar
75.	Dinesh Prasad Dhikar	Sri Ram Kishun Dhikar
76.	Ashok Kr. Ray	Sri Parsuram Ray
77.	Kallu Dhikar	Sri Ganda Dhikar
78.	Ganaury Buia	Sri Parameshwar Bhua
79.	Munna Rajbhar	Sri Roti Chand Rajbhar
80.	Markanday Morya	Sri Sharda Prasad
81.	Chandradeo Bhuia	Sri Banshi Bhuia
82.	Surendra Bhuia	Sri_____
83.	Birendra Rajbhar	Sri Jiyaou Rajbhar
84.	Ram Lakan Rajbhar	Sri Ram Kihan Rajbhar
85.	Munna prasad	sri Shivshankar Roy
86.	Bhola Rajbhar	Sri Thakur Rajbhar
87.	Damodar Rajbhar	Sri Rajali Rajbhar
88.	Harendra Prasad	Sri Sakaldip Prasad
89.	Rajandra Bhardwaj	Sri Bhaggu Bhardwaj

1	2	3
90.	Ballaran Bhardwaj	Sri Bhaggu Bhardwaj
91.	Dalsingar Bhardwaj	Sri Dwarika Bhardwaj
92.	Shyamlal Ram	Sri Munarik Ram
93.	Palak Rajbhar	Sri kanta Rajbhar
94.	Balkishun Rajbhar	Sri kanta Rajbhar
95.	Birendra Bhardwaj	Sri Bhaggu Bhardwaj
96.	Mahendra Ram	Sri Suresh Ram
97.	Umesh Bishwakarma	Sri Jankilal Bishwakarma
98.	Bijay Bahadur Singh	Sri Lata Bishwanath Singh
99.	Ashok Kr. Singh	Sri Mathura Singh
100.	Prahadal Gahlot	Sri Kariman Gohlot
101.	Sarjoo Paswan	Sri Kamlishar Paswan

Note : In the list of 108 workman submitted by the Union , the Sl.No. 18, 22, 64, 78, 85, 91 and 92 are not available with details of name and fathers name . as such the actual list is comprising of 101 only instead of 108 workman.

2. After receipt of the reference parties are noticed, they submitted their claim statements, and rejoinder and documents. The claim of the workman is that they were rendering services to the management and when they claimed regularization, they were refused employment.
3. On the other hand the management submitted that the workmen were not their employees. Rather they were member of a co-operative society who provided man power to the management on payment. Even there was no agreement between the co-operative society or the management that the workman will be regularised subsequently. In this case the document like I.D card of the workmen and pay slip has been filed . But the workman were unable to produce any appointment letter of the management.
4. The workmen were simply working as contract labour, and there is no law for regularisation of the same as per the present law. As per the case of state of Karnataka Vrs Uma Devi case of the Apex Court reported in 2009 SC (L&S) Vil (1) page 943, regularisation of casual, adhoc and contractual labour has been virtually been banned.
5. Considering the facts and circumstance and law of the Apex Court the demand of the Union for regularisation by the management of Simla Bahal Colliery under Balgora Area of M/S BCCL of Shri Gopal Sharma Singh and 107 other workers (as per list enclosed) is not justified. Therefore their regularisation can not be done. At the same time they should not been thrown away. They can be absorbed as they were in the management previously.

This is my award.

R. K. SARAN, Presiding Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD****Reference : No. 47/ 1994**

In the matter of reference U/S 10 (1) (d) (2A) of
I.D. Act, 1947.

Employer in relation to the management of
Koyla Bhawan , M/S BCCL

AND.

Their workmen.

Present : SRI R. K. SARAN, Presiding Officer

Appearances :

For the Employers : Sri D.K.Verma, Advocate

For the workman. : None.

State : Jharkhand. Industry- Coal
Dated 24/3/2014

AWARD

By Order No. L-20012/52/ 93 /IR (C-I) dated 09/03/ 1994 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub –section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the union for promoting S/Shri S.N. Mishra and nine other workmen (as given in the Schedule Below) to the post of cooperative inspectors Grade ‘A’ w.e.f. 19/06/90 by the management of M/s BCCL is justified? If not, to what relief the workmen concerned are entitled?”

Annexure

1. Shri S.N. Mishra	2. Shri S.P. Pandey
3. Shri M. Mahato	4. Shri R.A.Sinha
5. Shri Indrajit Singh	6. Shri M.M. Rahman
7. Shri D. Banerjee	8. Shri M. N. Tripathi
9. Shri B. Oraon	10. Shri R.L. Rabidas

2. After receipt of the reference , both parties are noticed. But appearing for certain dates none appears subsequently. Case remain pending . It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 5 मई, 2014

का.आ. 1465.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 161/1994) प्रकाशित करती है, जो केन्द्रीय सरकार को 05/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/86/1993-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2014

S.O. 1465.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 161/ 94) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, which was received by the Central Government on 05/05/2014.

[No. L-20012/86/1993-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO.1, DHANBAD****Reference: No. 161/ 1994**

In the matter of reference U/S 10 (1) (d) (2A) of
I.D.Act. 1947.

Employer in relation to the management of Kustore
Area M/S BCCL

AND

Their workmen.

Present : SRI R. K. SARAN, Presiding Officer

Appearances:

For the Employers : Sri D.K.Verma, Advocate

For the workman. : None.

State : Jharkhand. Industry : Coal
Dated 21/3/2014

AWARD

By Order No. L-20012/86/ 93 /IR (C-I) dated 25/07/ 1994 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub –section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the claim of the union for regularization of the services of Shri K.K. Shukla and 4 others (as per list enclosed) working in the canteen run in the premises of Kustore Area Office of M/s. BCCL is justified? If not, whether the workers concerned are entitled to any relief ?”

Annexure

S. No.	Name with Designation	Fathers' Name	Permanent Address
1.	Sri Kishore Kumar Shukla Manager	Sri Mangar Pd. Shukla	Vill- Dharhar, P.S. Bindhyachal, Dist. Mirzapur
2.	Sri Ashok Kr. Shukla Cook	Do	Do
3.	Sri Kishore Pd. Keshri Canteen Boy.	Sri Banshi Sap	Vill- Saraiyhatti, P.S.- Barh Dist. Hazaribagh
4.	Sri Bharat Yadav Canteen Boy	Late Jitan Yadav	Vill- Radhanagar, P.S. Sikandra Dist. Jumai
5.	Sri Sarth Chandra Das	Sri Bishnupad Das	Vill- Jhapara, P.O. –Jhapara, P.S.-Panda, Dist.-Purulia (W.B)

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remain pending . It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 5 मई, 2014

का.आ. 1466.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 38 का 1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/455/1996-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2014

S.O. 1466.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 38/1998) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad, as shown in the Annexure, in the industrial dispute between the management of M/s. CCL, and their workmen, which was received by the Central Government on 05/05/2014.

[No. L-20012/455/1996-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD****PRESENT :**

SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 38 OF 1998

PARTIES : Shi Indradeo Singh
Village & PO Sonebhadrā,
Distt: Jahanabad

Vs.

The Project Officer,

Religara Colliery

PO : Religara,

Distt : Hazaribagh (Jharkhand)

Ministry's Order No. L-20012/455/96-IR (Coal-I)

APPEARANCES :

On behalf of the Workman/ Union : Mr. Chandrika Prasad, Ld. Advocate

On behalf of the Management : Mr. D. K. Verma, Ld. Advocate

State : Jharkhand Industry : Coal
Dhanbad, the 31st March, 2014.

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/455/96-IR(Coal-I) dt.19/27.2.1998.

SCHEDULE

“Whether the action of the Management of Religrra Colliery of CCL in dismissing Shri Indradeo Singh, Ex-Dumper Operator w.e.f. 2.3.94 is justified? If not, to what relief the workman is entitled?”

On receipt of the Order No L-20012/455/96-IR(Coal-I) dt.19/27.2.1998 of the above mentioned reference from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, the Reference Case No. 38 of 1998 was registered on 16th March,1998 and accordingly an order to that effect was passed to issue notices through the Registered Posts to the parties concerned, directing them to appear in the Court on the date fixed, and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Posts were sent to the parties concerned.

Both the parties made their appearances and filed their pleadings and photocopies of their documents. The workman and the O.P./Management through their Lawyers appeared in, and contested the case.

2 The case of workman Indradeo Singh is that he had been spotlessly working as Dumper Operator in the Religra Colliery since 1983. He was labourious, honest and characterful man, but he has been falsely implicated in false rape case for animosity between workers and Union rivalry. He was issued the chargesheet-cum-suspension as per the Order No Rel.P.D./Disc.Agrion/93/2326 dt.26/28.6.1993 based on the allegation of rape under P.S.Case No.63/93 u/s 376 I.P.C. against him as reported by Gidi Police Station Officer I/C's Letter No. 210 dt.26.8.1993 which constituted misconduct of moral turpitude, as well as on that of his unauthorized absentism w.e.f. 16.8.1993, the misconduct under clause 17(i) of the Certified Standing Order of the Company. So far as the first charge of rape is concerned, it has no specific clause of the Standing Orders of the Company which does not empowers the Management to take action on the police report against him. But the alleged charge is baseless and contradictory to the first one, as he had applied for leave which was refused, and he had been in the jail custody in regard to that case to the knowledge of the Management.

Further alleged is that the Enquiry Officer A.K. Dhar, the Colliery Manager, conducted ex-parte enquiry, without any notice of enquiry, any enquiry report. The enquiry was not fairly and properly conducted, yet the Management arbitrarily and illegally dismissed him on flimsy grounds. The workman raised the Industrial dispute before the A.L.C. (C), Hazaribagh, but its failure in conciliation resulted in the reference for adjudication. The action of the Management in dismissing the workman w.e.f. 2.3.1994 is not justified.

No rejoinder filed by the workman to the written statement cum rejoinder of the O.P./Management.

3 Whereas challenging the maintainability of the reference, the contra case of the O.P./management with specific denials is that the Officer-In charge, Gidi Police Station as per his letter No. dt.26.8.93 had affirmatively reported about workman Indradeo Singh as an accused in Gidi P.S. Case No.63/913 u/s 376 of the I.P.C. which was true. The action of the workman was his misconduct of the moral turpitude, i.e., commission of rape. He has also began to absent from his duty w.e.f. 16.8.1993 unauthorisedly. It was also his misconduct. The Management initiated the disciplinary action against the workman. He was issued the charge sheet dt.26./28.8.93. The Management appointed the Enquiry Officer for domestic enquiry into the chargesheet. After fairly conducting the enquiry in accordance with the principles of Natural justice, the Enquiry Officer submitted his enquiry report, holding charges to have been proved against the workman. On the report of the Enquiry Officer, the Disciplinary Authority perused the chargesheet, Enquiry proceeding, enquiry Report and gravity of the misconduct and dismissed the workman w.e.f. 2.3.1994 for proved misconduct. Therefore; the dismissal of the

workman is legal and justified. The O.P./Management has sought the permission to adduce afresh evidence for proof of the charge, in case the enquiry at preliminary issue was found unfair.

4. The O.P./Management in its rejoinder has categorically denied the allegations of the workman, and stated that the workman had never informed the management that he was in jail custody in respect of the said P.S.Case

FINDING WITH REASONS

5. In the instant case, the Tribunal as per its Order No., 30 dt.5.5.2006 has held the domestic enquiry unfair, so the O.P./Management has afresh examined MWI Arjun Kumar Paliya as the workman examined himself as a WWI on merits.

Mr. Chandrika Prasad learned Advocate for the workman had submitted that in the instant case, the OP./Management by holding ex-parte enquiry against the workman for the two charges firstly for moral turpitude, i.e., commission of rape under Gidi P.S. Case No.63/93 under Sec.376 I.P.C. and secondly for unauthorized absentism w.e.f. 16.08.1993, the misconduct under clause 17(i)d of the Standing Order of the company concerned, but the first charge based on the police report and beyond the standing orders of the Company could not be proved. To him so far as the second charge of unauthorized absentism against the workman is concerned, it is baseless, as the application he had applied for granting leave was refused because he had been in jail custody in respect of the said police case which was to the knowledge of the O.P./Management as also informed on his behalf to the Management; the workman was served neither with the chargesheet nor with any notice of the enquiry which was unpublished in any Local News paper nor with any enquiry Report. Non furnishing of the enquiry report to the delinquent would be violative of the principle of natural justice rendering the final order invalid as held by the Hon'ble Apex Court in the case of Union of India & Ors Vs. Mohd. Ramzan Khan, reported in 1991 SCC (L & S) 612 (para 13 & 15) in reference to Articles 311(2) 1st proviso (after 42 Amendment)

Further plea of Mr. Chandrika Prasad, Learned Advocate for the workman based on the ruling reported in 2007(1)JCR 109 (Jhar.), Ramashish Vs. Jharkhand & Ors. is that the Hon'ble High Court has been pleased to hold that the charges against the Appellant for commission of rape and murder are yet to be established in a competent Court of Law, and without there being a verdict from the Competent Court, no disciplinary proceeding for dereliction of duty can be initiated and are contrary to law; so the order of dismissal set aside as unsustainable, and it was directed to reinstate in service (Para 4 & 6). Mr. C. Prasad has urged for holding the workman entitled to reinstatement with full back wages.

Whereas the contra contention of Mr. D.K.Verma, the Ld. Advocate for the O.P./Management is that the workman was dismissed for the misconduct of his unauthorized absentism as he had evaded his arrest for rape having been committed by him upon the daughter of his colleague; and on the proof of his conduct of unauthorized absence from duty, he was awarded with the punishment of dismissal for it which is quite proper in view of the nature of his grave misconduct.

6. On the perusal and consideration of the afresh materials of both the parties as brought on the case record, I am also of the view that factually merely registration of a criminal FIR against the workman for allegation of rape as alleged moral turpitude does not constitute any misconduct. The first charge as levelled against the workman appears to be legally untenable. But so far as the second charge of unauthorized absentism against the workman is concerned, it is indisputable fact about his unauthorized absentism from his duty at the relevant time, as the workman has not been able to bring any document on the record to justify his absence from duty. However, the dismissal of the workman on that score appears to be not reasonable, rather disproportionate to the nature of his misconduct for unauthorized absentism. It is liable to be set aside. Workman deserves the relief under Sec.11 A of the Industrial Disputes Act, 1947. The argument of Mr. Chandrika Prasad, Advocate for the workman seems plausible and appreciative.

In results, in the terms of the reference, it is responded, and accordingly hereby

ORDERED

That the Award is and the same be passed that the action of the Management of Religara Colliery of M/s CCL in dismissing Shri Indradeo Singh, Ex-Dumper Operator w.e.f. 2.3.1994 is unjustified. So the workman is entitled to reinstatement in his service but without wages. The O.P./Management is directed to implement the Award within one month from the date of its receipt following its publication in the Gazette of India by the Government of India, Ministry of Labour & Employment, New Delhi.

KISHORI RAM, Presiding Officer

नई दिल्ली, 5 मई, 2014

का.आ. 1467.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 71/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/189/1995-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2014

S.O. 1467.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 71/96) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, which was received by the Central Government on 05/05/2014.

[No. L-20012/189/1995-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD.

PRESENT:

SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 71 OF 1996.

PARTIES : The Secretary,
BCKU, Hirapur, Dhanbad

Vs.

General Manager, Kusunda Area of
M/s. BCCL, Kusunda, Dhanbad

APPEARANCES :

On behalf of the Workman/Union: None

On behalf of the Management : Mr. D. K. Verma,
Ld. Advocate

State : JHARKHAND Industry : Coal

Dhanbad, the 4th March, 2014

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/189/95-IR(C-I) dt. 26.07.96.

SCHEDULE

“Whether the action of the Management of in dismissing from the services of Sh.Kedaran Singh,Trammer is justified? If not, to what relief the concerned workman is entitled?.”

2. None appeared for the Union but Mr.D.K.Verma, the Ld. Advocate for the O.P./Management is present, yet no MW on merits produced. But Mr. Verma has submitted that the case is pending for hearing over the petition filed on 23.1.2004 on behalf of the Management about the maintainability of the present Reference under adjudication. He has to submit that the present Reference was raised on behalf of the workman for his reinstatement, but his wife Smt. Phulwa Devi had admittedly filed her Title Suit No.95/1998 in the Court of the Ld. Munsiff for

declaration that Kedaran Singh be deemed as dead w.e.f. 10.9.1994 which is apparently contrary to the claim of the Union in the preset reference which has been brought in the year 1996.

Perused the case record, I find that the present reference relates to an issue about the dismissal of the workman by the Management. It also reveals that neither the Union Representative nor the workman has appeared since 25.5./31.5.2004 but the Management has all along been represented. In view of the aforesaid Title Suit filed by Smt. Phulwa Devi W/o the workman for declaration of her husband as dead w.e.f. 10.9.1994 just two years prior to the reference; hence the case is *prima facie* unmaintainable in facts and Laws. So it is accordingly disposed off as non-existence of the Industrial Dispute as referred. Thus it is passed as Award accordingly.

KISHORI RAM, Presiding Officer

नई दिल्ली, 5 मई, 2014

का.आ. 1468.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 100/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/270/1993-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2014

S.O. 1468.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 100/1995) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad, now as shown in the Annexure, in the industrial dispute between the management of M/s BCCL, and their workmen, which was received by the Central Government on 05/05/2014.

[No. L-20012/270/1993-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO.1), DHANBAD**
IN THE MATTER OF A REFERENCE U/S 10(1)(D) (2A)
OF I.D. ACT, 1947.

Ref. No. 100 of 1995

Employers in relation to the management of
Bilhari Colliery of M/S. B.C.C.L.

AND.

Their workmen.

Present : SRI RANJAN KUMAR SARAN,
Presiding Officer

Appearances:

For the Employers : None

For the workman : None

State : Jharkhand Industry : Coal.

Dated. 27/3/2014

AWARD

By Order No. L-20012/270/93-IR (C-I), dated 25/08/95, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand made by Dhanbad Colliery Karmchari Sangh Dhanbad for regularisation of Services of Shri Bindeshari Singh and eight others (as per list annexed) by the management of Kachhi Bilahi Colliery under P.B. Area of BCCL is justified? If so, to what relief the concerned workmen are entitled?”

ANNEXURE

Sl. No.	Name of the workers	Address.
1.	Shri Bishewar Singh	Vill- Hetampur, P.O Sohari Bhawani, P.S- Bedahara Dist- Bojpur (Bihar)
2.	Sri Bindeshwari Singh	Vill-Karama Nasirganj, P.S Goradhi, Dist- Rohtas (Bihar)
3.	Shri Yadunandan Prasad	Vill- Sikardiha, P.O & P.S-Kutumbha, Dist- Aurangabad (Bihar)
4.	Sri Susil Kumar Mishra	Kachi Bilahi P.O- Kusunda, Dhanbad
5.	Sri Vijay Pratap Singh	Vill-Bhawpur P.O-Dovi, Dist- Manjm (UP)
6.	Sri Lal Bahadur Pandey	Vill – Kashipur, P.O-Bachwala, P.S- Mehna, Dist Ajamgarh
7.	Sri Nana Kishore Rana	Vill-Bandgaon P.O- Narchahi, P.S- Choparan Dist – Hazaribagh
8.	Sri Umeshwar Singh	Vill-Bisunpura P.S-Daroda, Dist-Siwan, Bihar

9. Sri Alok Chakarvorty
Vill- Birla,
P.O- Ram Haripur
Dist- Bankura (W.B)

2. The case is received from the Ministry of Labour on 04.09.1995. After notice both parties appeared, the Sponsoring Union/Workman files their written statement on 29.8.1996. Thereafter the management files their written statement—cum-rejoinder on 27.02.1997.

3. On behalf of the workman, three witnesses have been examined, whereas on behalf of the management, one witness has been examined.

4. The case of the nine workmen is that they were rendering services to the BCCL management and were getting wages. Though they have been rendering 240 days continuous service, they were not regularised by the management, but the workmen similarly placed have already been regularised in their respective posts.

5. On the other hand, the case of the management is the workmen were rendering services though a co-operative society, their payment etc was made to the co-operative society which was deposited in the bank accounts of the workmen.

6. The workmen denied, they were engaged through co-operative society and says that they were working for the management. From Ext. M-1 & M-2 it appears that work order was issued by the BCCL management to pragatisila Shramic Sahayog Samiti Ltd. and it was supplying workmen and bill was paid to that society which was working as a contractor and was supplying labour to BCCL management.

7. It is pertinent to extract some line of the cross examination of Sri Bindeshwari Singh (WW.1) is quoted below.

“ We were appointed by the labour cooperative society. We were member of the cooperative society. Either BCCL or Cooperative society has not issued us any appointment letter. I am one of the member of the cooperative society. The name of my cooperative society was pragatisil Shramik Sahyog Samiti.

8. Therefore the workmen before this Tribunal are simply contract workers. The contract worker has no right to be regularised, unless management accepts them and inducted them as their workers. There is no law to regularise them,

9. Considering the facts and circumstances of this case, I hold that the demand of Dhanbad Colliery Karmchari Sanch, Dhanbad for regularisation of Services of Shri Bindeshwari Singh and eight others (as per list annexed) by the management of Kachhi Balihari Colliery under P.B. Area of BCCL is not justified and legal.. Hence he is not entitled to get any relief.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 5 मई, 2014

का.आ. 1469.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम च्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 4/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/134/1999-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2014

S.O. 1469.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 4/2010) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad, now as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, which was received by the Central Government on 05/05/2014.

[No. L-20012/134/1999-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD PRESENT:

SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 04 OF 2010.

PARTIES: The Organizing Secretary,
Rastriya Colliery Mazdoor Sangh,
Rajender Path, Dhanbad

Vs.

General Manager,
Barari Colliery of M/s BCCL,
Bhulan Barari, Dhanbad
Ministry's Order No. L-20012/134/99-IR (C-I)
dt.18.08.1999.

APPEARANCES :

On behalf of the Workman/Union : Mr. N. G. Arun,
Union Representative

On behalf of the Management : Mr. D.K.Verma,
Ld. Advocate

State : JHARKHAND

Industry : Coal

Dhanbad, the 10th March, 2014.

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/134/99-IR (C-I) dt.18.08.1999.

SCHEDULE

“Whether the action of the Management of Bararee Colliery of M/s. BCCL in dismissing Sri Gopal Singh, Ex-Security Guard from the services of the Company w.e.f. 23.9.1994 is justified? If not, to what relief the workman is entitled?”

2 Neither Mr.N.G.Arun, the Union Representative nor workman Gopal Singh appeared nor any written Statement along with the documents filed on his behalf despite last chance. But Mr.DK.Verma, the Ld.Counsel for O.P./Management of Barari Colliery M/s. BCCL is present.

On going through the case record, I find despite five Regd. Notices dt. 23.2.11, 26.11., 8.11.11, 19.09.12 and 3.2.13, no written statement filed till now on behalf of the workman. The Union Representative as well as the workman by their conducts appears to be reluctant and uninterested to contest the case under adjudication. Under these circumstances, there is no scope except to close the case as non-existent Industrial Dispute. Accordingly, an order is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 5 मई, 2014

का.आ. 1470.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 164/994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/50/1994-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th May, 2014

S.O. 1470.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 164/1994) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad, as shown in the Annexure, in the industrial dispute between the management of M/s. CCL, and their workmen, which was received by the Central Government on 05/05/2014.

[No. L-20012/50/1994-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD
IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A)
OF I.D. ACT, 1947.**

Ref. No. 164 of 1994

Employers in relation to the management of
Kedla U.G Project, M/s. C.C.L.

AND

Their workmen.

Present : SRI RANJAN KUMAR SARAN,
Presiding Officer

Appearances :

For the Employers : None

For the Workman : None

State : Jharkhand Industry:-Coal.

Dated 24/3/2014

AWARD

By Order No. L-20012/50/1994 -IR (C-I), dt.25/27-07-1994, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, has referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Kedla Under Ground Project of C.C.L. At & P.O-Kedla, Dist-Hazaribagh in dismissing Shri Dhanu Nahak From the services of the company w.e.f. 26.03.93 is justified? If not , to what relief the workman is entitled?”

2. After receipt of the reference, both parties are noticed, they submitted their claim statement, rejoinder and document. The parties appearing for certain dates and thereafter none appears from either side . Therefore it felt that there is no dispute between the parties . Hence “No Dispute” award is passed, communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 6 मई, 2014

का.आ. 1471.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए बीईएमएल लि., बंगलोर (सभी कार्यालयों) के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, दिनांक 18-05-2014 एक वर्ष की अवधि के लिए रहेगी ।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात् :—

(1) पूरोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;

(2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संतु अंशदानों के आधार पर हकदार हो जाते हैं;

(3) छूट प्राप्त अवधि के लिए, यदि कोई अधिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;

(4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;

(5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी;

(i) धारा 44 की उपधारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा

(ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या

(iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु में पाने का हकदार बना हुआ है या नहीं; या

(iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:—

(क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त अधिकारी या अन्य पदधारी इस अधिनियम के प्रयोजनार्थ आवश्यक समझता है; अथवा

(ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षिक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या

(ग) प्रधान या आसन्न नियोजक की, उसके अधिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

(घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;

(ङ.) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।

(6) विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

[सं. एस-38014/13/2013-एस.एस-I]

अजय मलिक, अवर सचिव

New Delhi, the 6th May, 2014

S.O. 1471.—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of BEML Ltd., Bangalore (all offices) from the operation of the said Act. The exemption shall be effective from 18-05-2014 for a period of one year.

2. The above exemption is subject to the following conditions, namely :—

- (1) The aforesaid establishments wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees;
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;

(3) The contributions for the exempted period, if already paid, shall not be refundable;

(4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) Any Social Security Officer appointed by the Corporation under Sub-section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of :

- (i) Verifying the particulars contained in any returned submitted under sub-section (1) of section 44 for the said period; or
- (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
- (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
- (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:

 - (a) require the principal or immediate employer to furnish to him such information as he may consider necessary for the purpose of this Act; or
 - (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector

or other official has reasonable cause to believe to have been an employee ; or

(d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,

(e) exercise such other powers as may be prescribed.

(6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/13/2013-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 6 मई, 2014

का.आ. 1472.—जबकि भारत हैवी इलैक्ट्रिकल्स लिमिटेड (जिसे इसके पश्चात् उक्त प्रतिष्ठान कहा गया है) ने उपदान संदाय अधिनियम, 1972 (1972 का 39) (इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 5 की उप-धारा (1) के अंतर्गत छूट प्रदान किए जाने हेतु आवदेन किया है :

और जबकि केन्द्रीय सरकार की राय में, भारत हैवी इलैक्ट्रिकल्स कर्मचारी उपदान नियमों के अंतर्गत देय उपदान लाभों के संबंध में उक्त प्रतिष्ठान के कर्मचारियों के लिए लागू है, उक्त कर्मचारियों के लिए उक्त अधिनियम के अंतर्गत प्रदत्त लाभों से कम लाभदायक नहीं है;

अतः अब उक्त अधिनियम की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की दिनांक 5.8.2010 की अधिसूचना सं. का.आ. 2134 के क्रम में केन्द्र सरकार उक्त प्रतिष्ठान का निम्नलिखित शर्तों के अधीन 29.11.2012 से तीन वर्ष की ओर अवधि के लिए उक्त अधिनियम के उपबंधों के प्रचालन से छूट प्रदान करती है; अर्थात्

- (i) भारत हैवी इलैक्ट्रिकल्स कर्मचारी उपदान नियमों के कार्यान्वयन के संबंध में कोई विवाद उत्पन्न होता है तो उक्त अधिनियम के अंतर्गत नियंत्रण प्राधिकारी और अपीलीय प्राधिकारी के पास उक्त अधिनियम के उपबंधों के अनुसार हस्तक्षेप करने और निर्धारित करने की शक्तियां होंगी; और
- (ii) केन्द्रीय सरकार की लिखित पूर्वानुमति के बिना भारत हैवी इलैक्ट्रिकल्स लिमिटेड कर्मचारी उपदान नियम में कोई परिवर्तन नहीं किया जाएगा।

[सं. एस-42014/01/2013-एसएस-II]

सुभाष कुमार, अवर सचिव

New Delhi, the 6th May, 2014

S.O. 1472.—Whereas the Bharat Heavy Electricals Limited (hereinafter referred to as the said establishment) has applied for exemption under sub-section (1) of the Section 5 of the Payment of Gratuity Act, 1972 (39 of 1972) (herein after referred to as the said Act):

And whereas in the opinion of the Central Government, the gratuity benefit payable under the Bharat Heavy Electricals Employees' Gratuity Fund Rules as applicable to the employees of the said establishment with respect to gratuity benefits are not less favourable to the said employees than those conferred under the said Act:

Now, therefore, in exercise of the powers conferred by Section 5 of the said Act, and in continuation of the Notification of the Government of India in the Ministry of Labour S.O No 2134 dated 05.08.2010 the Central Government hereby exempts the said establishment from the operation of the provisions of the said Act for a further period of three years with effect from 29.11.2012, subject to the following conditions, namely:

- (i) If any dispute arises with regard to the implementation of the Bharat Heavy Electricals Employees' Gratuity Fund Rules, the Controlling Authority and Appellate Authority under the said Act shall have the power to intervene and determine it, in accordance with the provisions of the said act; and
- (ii) No change in the Bharat Heavy Electricals Limited Employees' Gratuity Fund shall be made without prior permission in writing of the Central Government.

[No. S-42014/01/2013-SS. II]

SUBHASH KUMAR, Under Secy.
नई दिल्ली, 8 मई, 2014

का.आ. 1473.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नेशनल इंशोरन्स कम्पनी लि. के प्रबंधत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ 1/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 08/05/2014 को प्राप्त हुआ था।

[सं. एल-17011/19/2002-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 8th May, 2014

S.O. 1473.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 1/2003) of the Central Government Industrial Tribunal-cum-Labour

Court, Kolkata, as shown in the Annexure, in the industrial dispute between the management of National Insurance Co. Ltd., and their workmen, received by the Central Government on 08/05/2014.

[No. L-17011/19/2002-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 01 of 2003

Parties: Employers in relation to the management of National Insurance Co. Ltd.

AND

Their workmen.

Present : JUSTICE DIPAK SAHA RAY,
Presiding Officer

Appearance:

On behalf of the Management : Mr. Dipak Kumar Ghosh,
Ld. Counsel.

On behalf of the Workmen : None

State : West Bengal Industry : Insurance

Dated: 26th March, 2014

AWARD

By Order No. L-17011/19/2002-IR(B-II) dated 29.11.2002 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether any employer-employee relationship exists between the management of National Insurance Co. Ltd. (NICL), Kolkata and the six disputants viz. S/Shri Somnath Sen, Raju Guchhayat, Smt. Sumitri Rout, Biswanath Routh, Swapan Middya and Debasish Mitra? If so, whether their claim for absorption in the service of NICL is legal and justified and what relief are they entitled to?”

2. When the case is taken up for hearing today, the management is represented by its Ld. Counsel, Mr. Dipak Kumar Ghosh. None appears on behalf of the workmen. No witness for the workmen is also present. It appears from the records that the union was given opportunities to appear before the Tribunal for giving evidence; but inspite of getting such opportunities it has not turned up on consecutive two days. Ld. Counsel for the management submits that since the workmen union is not coming forward to prove its case, management has nothing to answer and the present reference may be disposed of.

3. The above facts and circumstances go to show that the workmen union is not at all interested to proceed with the reference case further. Perhaps the dispute between the parties does not exist at present.

4. Considering the above facts and circumstances, this Tribunal has neither any scope nor any reason to proceed with the case further. Accordingly, the present reference is disposed of by passing a "No Dispute Award".

JUSTICE DIPAK SAHA RAY, Presiding Officer

Dated, Kolkata,
The 26th March, 2014

नई दिल्ली, 8 मई, 2014

का.आ. 1474.—औद्योगिक अधिनियम, 1947(1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ 1/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 08/05/2014 को प्राप्त हुआ था।

[सं. एल-39025/1/2010-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 8th May, 2014

S.O. 1474.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 01/2008 of the Cent. Govt. Indus. Tribunal-cum-Labour Court, No. Kolkata as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 08/05/2014.

[No. L-39025/1/2010-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Misc. Application No. 01 of 2008

U/S. 33A of the I.D. Act, 1947

(Arising out of Reference No. 31 of 2007)

Parties : Shri Biswanath Paik,
Part Time Sweeper,
C/o. Punjab National Bank,
Dhukri Jhora Branch,
P.O. Sadhurhat,
Dist. 24 Parganas (N),
West Bengal - 743304 Applicant
Vs.
1. The Chief Manager,
Punjab National Bank, Zonal Office,
Appejay House, 4th Floor,
15, Park Street, Kolkata – 700016.

2. The Senior Regional Manager,
Punjab National Bank,
AG Towers, 3rd Floor,
125/1, Park Street,
Kolkata – 700001. Opp. Parties

Present : JUSTICE DIPAK SAHA RAY, Presiding Officer

Appearance :

On behalf of the applicant : None

On behalf of the Opp. Parties : None

State : West Bengal Industry : Banking

Dated: 21st March, 2014.

AWARD

This is an application under Section 33A of the Industrial Disputes Act, 1947 filed by one Shri Biswanath Paik/Complainant alleging violation of the provision of Section 33 of the said Act against the Opp. Parties/management/Punjab National Bank.

When the case is taken up today for hearing, none appears on behalf of the Applicant inspite of service of notice. It appears from the record that on the last three consecutive dates none also appeared on behalf of the Applicant. From the above conduct of the Applicant it appears that now he is not at all interested to proceed with the instant application. Perhaps his grievance has already been settled amicably.

Considering the above facts and circumstances, instant application under Section 33A of the Act is dismissed for non-prosecution.

JUSTICE DIPAK SAHA RAY, Presiding Officer

नई दिल्ली, 8 मई, 2014

का.आ. 1475.—औद्योगिक अधिनियम, 1947(1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ 24/2000) को प्रकाशित करती है जो केन्द्रीय सरकार को 08/05/2014 को प्राप्त हुआ था।

[सं. एल-12012/41/2000-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 8th May, 2014

S.O. 1475.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 24/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata, as shown in the Annexure, in the industrial

dispute between the management of Bank of India, and their workmen, received by the Central Government on 08/05/2014.

[No. L-12012/41/2000-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 24 of 2000

Parties : Employers in relation to the management of
Bank of India

AND

Their workmen

Present : JUSTICE DIPAK SAHA RAY,
Presiding Officer

Appearance:

On behalf of the Management : None

On behalf of the Workmen : None

State : West Bengal Industry : Banking

Dated: 3rd April, 2014

AWARD

By Order No.L-12012/41/2000-IR(B-II) dated 17.07.2000 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Bank of India in imposing the punishment of compulsory retirement on Shri Tuhinendu Pramanick w.e.f. 18.10.1998 is legal and justified? If not, what relief is Shri Pramanick entitled?”

2. None appears on behalf of either of the parties when the case is taken up for hearing today. The union is found absent on last three consecutive dates inspite of service of notice. The above facts and circumstances go to show that the union is reluctant to proceed with the case further. Perhaps the dispute between the parties has already been settled amicably. Considering the above, this Tribunal does not want to drag the present reference case further.

3. Accordingly, the instant reference is disposed of by passing a “No Dispute Award”.

Kolkata,
3rd April, 2014

JUSTICE DIPAK SAHA RAY, Presiding Officer

नई दिल्ली, 8 मई, 2014

का.आ. 1476.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ

बड़ौदा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (20/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 08/05/2014 को प्राप्त हुआ था।

[सं. एल-12011/239/2002-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 8th May, 2014

S.O. 1476.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 20/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata, as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda, and their workmen, received by the Central Government on 08/05/2014.

[No. L-12011/239/2002-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 20 of 2003

Parties : Employers in relation to the management of
Bank of Baroda

AND

Their workmen

Present : JUSTICE DIPAK SAHA RAY,
Presiding Officer

Appearance:

On behalf of the Management : None

On behalf of the Workmen : None

State : West Bengal Industry : Banking

Dated: 1st April, 2014

AWARD

By Order No.L-12011/239/2002-IR(B-II) dated 12.09.2003 and corrigendum of even number dated 12th December, 2003 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Bank of Baroda in abolishing the post of Head Peons in certain branches in the State of West Bengal and withdrawal of Head Peon allowance drawn by the incumbents without compliance of Section 9-A of the ID Act is justified? If not, what relief are the workmen concerned represented by the unions entitled to?”

2. None appears on behalf of any of the parties when the case is taken up for hearing today. It appears from the

record that notices have been served upon both the unions and also upon the management; but inspite of the same none appears on two consecutive dates. The instant reference has been made on the basis of the industrial dispute raised by the said unions. But, from the facts and circumstances and the conduct of the unions it is evident that they are at present not interested to proceed with the case further. Perhaps the dispute between the parties has been amicably settled. Considering the above facts and circumstances, this Tribunal finds no reason to drag this case any further.

3. Accordingly, the instant reference is disposed of by passing a "No Dispute Award".

JUSTICE DIPAK SAHA RAY, Presiding Officer
Kolkata,
1st April, 2014

नई दिल्ली, 8 मई, 2014

का.आ. 1477.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंटल बैंक ऑफ इंडिया के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ 17/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 08/05/2014 को प्राप्त हुआ था।

[सं. एल-12011/9/2003-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 8th May, 2014

S.O. 1477.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 17/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata, as shown in the Annexure, in the industrial dispute between the management of Central Bank of India, and their workmen, received by the Central Government on 08/05/2014.

[No. L-12011/9/2003-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 17 of 2003

Parties : Employers in relation to the management of Central Bank of India

A N D

Their workmen

Present : JUSTICE DIPAK SAHA RAY,
Presiding Officer

Appearance:

On behalf of the : None
Management

On behalf of the : Mr. Shyamaprasad Bhattacharjee,
Workmen President of the union.

State: West Bengal Industry : Banking

Dated: 27th March, 2014

AWARD

By Order No.L-12011/9/2003-IR(B-II) dated 16.04.2003 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Central Bank of India by providing CTO allowance to the three junior telex operator instead of senior telex operator who are available in Calcutta Metropolitan Region, violating the promotion policy agreement dated 29.5.2000 is justified? If not, what relief the three concerned workmen are entitled to?"

2. When the case is taken up today for hearing, an application is filed by the union informing that the matter has been amicably settled between the parties and the union has no grievance against the management and as such the union does not want to proceed with the case further. Accordingly, it is prayed that necessary order may be passed.

3. Considering the above facts and circumstances and since the union has no grievance against the management as the matter has already been settled between the parties, this Tribunal has no reason to drag the case further.

4. Accordingly, the instant reference is disposed of by passing "No Dispute Award".

JUSTICE DIPAK SAHA RAY, Presiding Officer

Dated, Kolkata,
27th March, 2014

नई दिल्ली, 8 मई, 2014

का.आ. 1478.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोलकाता पत्तन न्यास के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ सं. 47/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08/05/2014 को प्राप्त हुआ था।

[सं. एल-32011/8/2005-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 8th May, 2014

S.O. 1478.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 47/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata, as shown in the Annexure, in the industrial dispute between the management of Kolkata Port Trust, and their workmen, received by the Central Government on 08/05/2014.

[No. L-32011/8/2005-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 47 of 2005

Parties : Employers in relation to the management of Kolkata Port Trust

AND

Their workmen.

Present : JUSTICE DIPAK SAHA RAY,
Presiding Officer

Appearance :

On behalf of the Management : Mr. Gautam Mukhopadhyay, Industrial Relations Officer.

On behalf of the Workmen : None

State : West Bengal. Industry: Port & Dock.

Dated: 26th March, 2014

AWARD

By Order No.L-32011/8/2005-IR(B-II) dated 11.11.2005 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Kolkata Port Trust (1) in denying either to give compensatory off to Security Guards immediately after having engaged them on paid holiday or to pay them full holiday allowance @ 1-1/2 days extra wages as per the terms of bipartite settlement dated 11.4.84 in cases compensatory off does not become feasible immediately or at least with a month and (2) allowing the compensatory off to accumulate in lieu of several consecutive holidays for an indefinite period even to the extent of 7-8 months and sanctioning them thereafter against the will of the individual guard are justified and legal? If not, to what relief the workmen are entitled?”

2. When the case is taken up for hearing today, the management is represented by its authorized representative, Mr. Gautam Mukhopadhyay. None appears on behalf of the workmen. No witness for the workmen is also present. It appears from the records that the union was given opportunities to appear before the Tribunal for giving evidence; but inspite of getting such opportunities it has not turned up on consecutive two days. Authorized representative of the management submits that since the workmen union is not coming forward to prove its case, management has nothing to answer and the present reference may be disposed of.

3. The above facts and circumstances go to show that the workmen union is not at all interested to proceed with the reference case further. Perhaps the dispute between the parties does not exist at present.

4. Considering the above facts and circumstances, this Tribunal has neither any scope nor any reason to proceed with the case further. Accordingly, the present reference is disposed of by passing a “No Dispute Award”.

Dated, Kolkata,

The 26th March, 2014.

JUSTICE DIPAK SAHA RAY, Presiding Officer

नई दिल्ली, 8 मई, 2014

का.आ. 1479.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोलकाता पत्तन न्यास के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ सं. 17/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 08/05/2014 को प्राप्त हुआ था।

[सं. एल-32012/7/2004-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 8th May, 2014

S.O. 1479.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.17/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata, as shown in the Annexure, in the industrial dispute between the management of Kolkata Port Trust, and their workmen, received by the Central Government on 08/05/2014.

[No. L-32012/7/2004-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 17 of 2005

Parties : Employers in relation to the management of Kolkata Port Trust

AND

Their workmen

Present : JUSTICE DIPAK SAHA RAY,
Presiding Officer

Appearance :

On behalf of the Management	: None
On behalf of the Workmen	: None
State : West Bengal	Industry: Port & Dock.

Dated : 22nd April, 2014

AWARD

By Order No.L-32012/7/2004-IR(B-II) dated 28.04.2005 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Kolkata Port Trust in awarding punishment of reducing pay by three stages for a period of three years with cumulative effect and not allowing to draw increment for the above period in respect of Shri Hirday Nand Singh is legal and justified? If not, to what relief the concerned workman is entitled?”

2. When the case is taken up today for hearing, none appears on behalf of either of the parties. It appears from the record that on the last date, i.e., on 13.01.2004 none appeared on behalf of the union which espoused the cause of the workman inspite of service of notice. From the above conduct of the union it may reasonably be presumed that the union/workman is not interested to proceed with the instant reference case. Perhaps the workman has no grievance against the management at present.

3. Considering the above facts and circumstances, instant reference is disposed of by passing a “No Dispute Award”.

Dated, Kolkata,
The 22nd April, 2014.

JUSTICE DIPAK SAHA RAY, Presiding Officer
नई दिल्ली, 8 मई, 2014

का.आ. 1480.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिडिकेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ सं. 267/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 08/05/2014 को प्राप्त हुआ था।

[सं. एल-12012/90/2005-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 8th May, 2014

S.O. 1480.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 267/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the industrial dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 08/05/2014.

[No. L-12012/90/2005-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

**BEFORE DR.R.K.YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO.I, KARKARDOOMA COURTS COMPLEX,
DELHI**

I.D. No. 267/2011

Shri Rajinder Singh S/o Shri Dharam Singh, Village & Post Office Kaulashi, Distt. Jhajjar Haryana.Workman
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Versus

The Asst. General Manager, Syndicate Bank, Personnel Deptt. Sarojini House, 6-Bhagwan Dass Road, New Delhi-110001.Management
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AWARD

Shri Udayveer Singh, an employee of Ministry of Road Transport and Highways, Government of India, New Delhi, was maintaining a savings bank account No.2469 at Transport Bhawan branch of Syndicate Bank (hereinafter referred to as the bank). He became familiar with Shri Rajinder Singh, who was working as an attender in the aforesaid branch of the bank. On 22.07.2002, at 9.30 a.m. Shri Udayveer Singh met Shri Rajinder Singh and handed over a sum of Rs.5,000.00 to the latter for getting the amount deposited in his savings bank account, since the former had to leave for some other urgent work. Instead of depositing the money in the account of Shri Udayveer Singh, the claimant deposited a sum of Rs.4,000.00 in Current Account No.3923, maintained in the name of M/s. K.S. Enterprises by one Shri Som Prakash, since he had misappropriated a sum of Rs.4000.00, out of an amount of Rs.8000 handed over to him by Shri Kulbhushan S/o Shri Som Prakash on 14/15.07.2002 for depositing in that account. When Shri Udayveer approached him at about 2 p.m. that day, he assured him that the money would be deposited in his account that very day. Despite that assurance, the claimant opted not to deposit the money in the account of Shri Udayveer Singh. Instead of being present for his duties in the branch, the claimant left for his native village. Thereafter, he did not report for his duties till 03.08.2002. On 03.08.2002 he submitted an

application for medical leave, which was granted by the bank.

2. When money was not deposited by the claimant in the account of Shri Udayveer Singh, the latter made complaints to the bank on 22.07.2002 and 23/26.07.2002. Explanation of the claimant was called, but found not to be satisfactory. He was placed under suspension. Charge sheet was served upon him. A domestic enquiry was constituted against the claimant. The Enquiry Officer submitted his report, wherein he reached a conclusion to the effect that the claimant was guilty of the charges. The Disciplinary Authority concurred with the findings of the Enquiry Officer and awarded punishment of compulsory retirement from services to the claimant, vide order dated 09.10.2003. Appeal preferred by the claimant also came to be dismissed. Feeling aggrieved by the order of the Disciplinary Authority as well as the Appellate Authority, the claimant raised an industrial dispute before the Conciliation Officer. Since the bank contested the claim, conciliation proceedings ended into a failure. On consideration of failure report, so submitted by the Conciliation Officer, the appropriate Government referred the dispute to the Central Government Industrial Tribunal No.2, New Delhi, for adjudication, vide order No.L-12012/90/2005-IR(B-II), New Delhi dated 07.11.2005, with following terms:

“Whether termination of Shri Rajinder Singh from management of Syndicate Bank by way of compulsory retirement from service vide order dated 09.10.2003 is just, fair and legal and if not, what relief the workman is entitled to and from which date?”

3. Claim statement was filed by Rajinder Singh pleading therein that he joined the bank on 12.02.1978 as an attender at its Kasturba Gandhi Marg branch. In 1991, he was transferred to Transport Bhawan branch, New Delhi, where Ministry of Road Transport and Highways is housed. Since the bank did not have its own canteen, the bank employees use canteen services belonging to the Ministry. He befriended Shri Udayveer Singh, cashier at the canteen. On 22.07.2002, Shri Udayveer Singh approached him at 9.15 a.m. with a request to arrange for a bundle of new currency notes of Rs.50 in denomination and handed him cash of Rs.500.00 for that purpose. He went to Reserve Bank of India and requested Shri Krishna Dutt, the cashier, to exchange the money for a new bundle of currency notes of Rs.50 in denomination. Suddenly, he suffered severe stomachache, boarded an autorickshaw and went home. He remained on leave from 22.07.2002 to 02.08.2002. Fresh packet of Rs.50 in denomination was handed over to Shri Udayveer Singh at his residence on 27.02.2003. Public generally ask the bank staff to arrange for fresh currency notes and the staff oblige them. He was, however, placed under suspension on 07.08.2002 on allegation of misappropriation of Rs.5000.00, handed over to him by

Shri Udayveer Singh for deposit in his saving bank account. It was also alleged that out of Rs.5000, handed over to him by Shri Udayveer, he deposited an amount of Rs.4000.00 in Current account No.3923 of M/s. K.S. Enterprises. An enquiry was constituted in the matter. The Enquiry Officer submitted his findings concluding that the charges have been established against him. On consideration of the Enquiry Report, the Disciplinary Authority awarded punishment of ‘compulsory retirement from the service. Period of suspension was treated as not spent on duty and thereby pay for that period has been denied.’ Appeal preferred by him against the orders of the Disciplinary Authority also came to be dismissed. He was punished for an act which does not constitute misconduct, as enumerated in the Bipartite Settlement(s). The bank has no legal authority to take disciplinary action for acts of misconduct committed outside duty place and beyond duty hours, since the transaction took place outside the bank premises and beyond duty hours. The action of the bank is improper, illegal, unjustified and unwarranted, besides being disproportionate to the gravity of charges. He claims reinstatement in service of the bank with full back wages and all consequential benefits.

4. Claim was resisted by the bank pleading that it has been made in a routine and mechanical manner after a gap of about 2½ years, as an afterthought to drag the bank into unnecessary litigation. Shri Udayveer Singh, holder of SB Account No. 2469 with the bank, approached the claimant on 22.7.2002 before commencement of banking hours for deposit of Rs.5000.00. Since he was in a hurry and assured by the claimant that the money would be deposited in the account, he handed over Rs.5000.00 to the claimant. When he returned to the bank at about 1.30 p.m. to enquire about deposit of the amount, the claimant assured him that the money would be deposited immediately. However, the claimant failed to deposit the amount in the account of Shri Udayveer and left the branch abruptly. Complaint was lodged by the customer on 22.07.2002 and 26/28.07.2002. The money was returned to the customer thereafter after much persuasion. The claimant also accepted an amount of Rs.8000.00 on 15.07.2002 towards deposit in Current Account No.3923 of M/s. K.S. Enterprises but deposited only Rs.4000.00 on 18.07.2002 and balance amount was deposited by him only on 22.07.2002 after persuasion by the customer/his son, out of the amount of Rs.5000.00 which was received from Shri Udayveer.

5. Charge sheet dated 14.11.2002 was served on the claimant. Reply, submitted by the claimant, was found not to be satisfactory. Hence, a domestic enquiry was constituted. The claimant participated in the enquiry, where he was defended by a defence representative. He was given all fair and reasonable opportunities to defend himself, which opportunities were utilized by him. Enquiry was conducted as per provisions of the Bipartite

Settlements and principles of natural justice. After conclusion of the enquiry, the Enquiry Officer submitted his report dated 25.07.2003 to the Disciplinary Authority. The claimant was also given an opportunity to make his submissions on the Enquiry Report. The Disciplinary Authority concurred with the findings of the Enquiry Officer and proposed punishment of compulsory retirement. Personal hearing was given to the claimant on the proposed punishment. Since the claimant has become undependable and unreliable, he could not be retained in service of the bank. The Disciplinary Authority, after going through the case in entirety, confirmed punishment proposed, vide order dated 9th October, 2013. Appeal preferred by him also came to be dismissed. The bank asserts that punishment of compulsory retirement awarded to the claimant, commensurate to his misconduct. It is claimed that the claim statement may be discarded and an award be passed in favour of the bank.

6. On perusal of pleadings, following issues were settled by my learned predecessor:

- (i) Whether the departmental enquiry conducted in this case is legal, just and fair and is not in violation of the principles of natural justice? If not, what directions are called for in this case?
- (ii) As per reference sent by the Government of India in this case.
- (iii) Relief.

7. Issue No.(i) was treated as preliminary issue.

8. Vide order No.Z-22019/6/2007-IR(C-II), New Delhi dated 30.03.2011, case was transferred to this Tribunal for adjudication by the appropriate Government.

9. Shri Shankar Lal was examined by the bank to discharge onus resting on it. Claimant entered the witness box to fend his claim. No other witness was examined by the parties on the preliminary issue.

10. On hearing the parties and appreciation of ocular as well as documentary evidence, issue No.(1) was answered in favour of the claimant and against the bank, vide order dated 12.01.2012.

11. To prove misconduct of the claimant, Shri K.A. Seetaram, Senior Manager, Shri Kulbhushan, Shri Suresh Kumar and Shri N.L. Khanna, Chief Manager, were examined by the bank. To rebut evidence adduced by the bank, claimant entered the witness box again and testified facts. He also examined Shri Jai Bhagwan and Shri Bhim Singh Sharma, in support of his defence. No other witness was examined by either of the parties.

12. Arguments were heard at the bar. Shri Om Prakash Sharma, authorized representative, advanced arguments on behalf of the claimant. Shri Rajesh Mahindru, authorized representative, raised submissions on behalf of the bank.

I have given my careful considerations to arguments advanced at the bar and cautiously perused the records. My findings on issues involved in the controversy are as follows:

Issue No. 2

13. Shri K.A. Seetaram unfolds in his affidavit Ex.MW2/A, tendered as evidence, that on 22.07.2002 as well as on 23/26.07.2002 complaints were made by Shri Udayveer Singh alleging therein that on 22.07.2002 at about 9.30 a.m., he handed over a sum of Rs.5000.00 to the claimant on assurance that he would deposit that amount in his saving bank account No.2469, being maintained at Transport Bhawan branch of the bank. He further detailed therein that after sometime, he enquired from the claimant as to whether money, handed over to him for deposit in his account, had been deposited therein. At that juncture, the claimant told that he would attend to him after some time. Subsequently, on enquiry, it was revealed that he had not deposited that amount in his account and as such, he made a complaint against him in that regard. Copy of complaint dated 22.07.2002 is Ex.MW1/9 (inadvertently this document has been exhibited as Ex.MW1/2). Copy of complaint dated 23/26.07.2002 is Ex.MW1/10 (inadvertently this document has been exhibited as Ex.MW1/3). On this complaint, the Branch Manager addressed a letter to Zonal Office on 27.07.2002, copy of which is Ex.MW1/11 (inadvertently, this document has been exhibited as Ex.MW1/4). The witness went on to depose that Shri Udayveer Singh reaffirmed facts detailed in the complaints before him, when he came to investigate the matter.

14. In his affidavit Ex.WW1/B, claimant projects facts in a different manner. According to him, on 22.07.2002 at about 9.15 a.m., Shri Udayveer Singh met him near entrance of the branch and asked for two packets of currency notes of Rs.5 and Rs.50 in denomination. He handed over a sum of Rs.5000.00 to him for that purpose, in presence of Shri Jai Bhagwan, Security Guard. The claimant was having a packet of Rs.5, which was handed over by him to Shri Udayveer Singh. He informed Shri Udayveer Singh that packet of Rs.50 in denomination would be handed over to him after arranging it from Reserve Bank of India. Thereafter, he went to Reserve Bank of India and met Shri Krishan Dutt for arranging a new bundle of currency notes and handed over Rs.5000.00 to him. At around 10 a.m., he took tea and bread pakora in the canteen, alongwith Shri Krishan Dutt. After some time he felt uneasy and Shri Krishan Dutt arranged for some medicines for him. Since he could not get any relief, Shri Krishan Dutt arranged for an autorickshaw and he left for his native village. He sought treatment and sent application for medical leave. During his illness, Shri Krishan Dutt approached him and handed over packet of new currency

notes of Rs.50 in denomination. He came to know from Shri Jai Bhagwan that Shri Udayveer Singh had filed a complaint against him. He visited house of Shri Udayveer Singh, alongwith Shri Jai Bhagwan and handed over bundle of currency notes of Rs.50 in denomination. At that juncture, Shri Udayveer Singh felt sorry for making a complaint against him.

15. Facts unfolded by Shri K.A. Seetaram and those detailed by the claimant were assessed on acid test of ordinary human behavior. It came to light that story put forth by the claimant is farther from the truth. In his cross examination, the claimant detailed that on 22.07.2002, he left home in morning hours but did not attend to his duties. However, in Ex.WW1/1A, he made a discrepant story to the effect that he left his village to seek medical advice and treatment for his sickness. He emphasized that he made a visit to the branch on 22.07.2002 for a short while. Since he could not get treatment from hospital, he decided to avail medical facility from a place near to his residence. He declares that he had not come to Delhi on 22.07.2002 with an intention to report for his duties. As projected above the claimant attempts to blow hot and cold in the same breath as to the purpose for which he started from his residence on 22.7.2002.

16. Native village of the claimant is at a distance of 35-40 kms. from Reserve Bank of India, as unfolded by him in his cross examination dated 13.09.2012. He wants to put forth a story in Ex.WW1/1A that on 22.07.2002, he left his native village to get medical advice and treatment from a hospital for his illness. However, he nowhere declares as to what ailment he was suffering from that day. He hastens to add that since he could not get medical facility here in Delhi, he decided to get it at a place near his native village. A man who services here in Delhi leaves his native place for medical treatment but claims to have taken his inward journey to seek medical treatment near his residence. Without letting anyone know about his ailment, the claimant wants this Tribunal to believe the story put forward by him. A person suffering from ailment would go to a hospital/dispensary instead of approaching Transport Bhawan branch of the bank. No iota of truth is found in the story put forward by the claimant.

17. As detailed by him, the claimant met Shri Udayveer Singh at a place in front of Transport Bhawan branch of the bank. Shri Udayveer Singh handed over a sum of Rs.5000.00 for getting wads of new currency notes, the claimant deposes. In case the claimant was unwell, one cannot understand as to why he owed the responsibility. As per his version, he left for Reserve Bank of India immediately, which deposition is also found to be unworthy of credence. In Reserve Bank of India, he claims to have met Shri Krishan Dutt, to whom he handed over a

sum of Rs.5000.00. When the claimant was unwell, there was hardly an occasion for him to consume tea and bread pakora in the canteen. However, he wants this Tribunal to believe that on consumption of tea and bread pakora, he felt uneasy, which state of body made him to leave for his native village. His version is found to be contrary to ordinary human behavior, hence cannot be accepted. Out of facts detailed by the claimant one cannot draw any justification in his act of leaving for the Reserve Bank of India instead of going to a hospital/dispensary or reporting for his duties. Facts in totality project that the claimant is attempting to catch at a straw.

18. In Ex.WW1/1A, claimant details that he had not taken any money from Shri Udayveer Singh for depositing the same in his saving bank account. An eerie silence has been maintained by the claimant in Ex.WW1/1A relating to payment of Rs.5000 to him by Shri Udayveer Singh on 22.07.2002. His denial, as referred above, would make an ordinary prudent man to believe that the claimant asserts that Shri Udayveer Singh had not handed over any money to him on 22.07.2002. He tried to turn cat in pan by swearing fact in his affidavit Ex.WW1/B to the effect that Shri Udayveer Singh had given him a sum of Rs.5000.00 for exchange of bundles of new currency notes of Rs.5 and Rs.50 in denomination. How he could give bundles of currency notes, one of Rs.5 and other of Rs.50 in denomination, has not been explained. Hollowness of the story is apparent out of above facts. An ordinary prudent man would conclude that gradually the claimant attempted to improve facts from those which were detailed by him in Ex.WW1/1A.

19. As claimed by the claimant, Shri Udayveer Singh paid Rs.5000.00 for getting new bundles of currency notes of Rs.5 and Rs.50 in denomination. According to him, new bundle of currency notes of Rs.50 in denomination was not available in Transport Bhawan branch of the bank. Surprisingly, he made efforts to arrange a new bundle of currency notes from Reserve Bank of India, without explaining as to why he had not enquired from the cashier about availability of a new bundle of currency notes in the branch. When claimant left for Reserve Bank of India, he was hale and hearty, as per his version in Ex.WW1/B. Instead of entering his place of duty and marking his presence in attendance register, he claims to have left for Reserve Bank of India. This conduct of the claimant is not worthy of credence. A man who had travelled for about 40 kms. to report for duty would enter his office and mark his attendance first. These events make me to comment that deposition, to the effect that new bundle of currency note was not available in Transport Bhawan branch of the bank hence he left for Reserve Bank of India, is a catchpenny.

20. Claimant reached Reserve Bank of India and paid a sum of Rs.5000.00 to Shri Krishan Dutt, as deposed by him. Instead of exchanging Rs.5000.00 for new bundle of currency notes of Rs.50 in denomination, claimant goes to the canteen to consume tea and bread pakoras. On consumption of said foodstuff, he felt uneasiness, as deposed by him. It is hard to believe that on consumption of tea and bread pakoras, claimant felt sickness immediately and that too severe in nature. As testified by him, he opted to leave for his native village. He nowhere explains as to what persuaded him for not reporting to the branch and asking his colleagues for help. He travelled 40 kms. without any deterioration of his health status. These facts make it apparent that story of consumption of tea and bread pakoras and deterioration of his health is nothing but a pigment of sheer lie.

21. Claimant came to know that Shri Udayveer Singh had made a complaint against him in the branch on 22.07.2002. Ex.MW1/2 is the complaint made by Shri Udayveer Singh on 22.07.2002, contents of which make it apparent that he gave a sum of Rs.5000.00 to the claimant, alongwith with a filled in slip for getting that amount deposited in his saving bank account No.2469. Since Shri Udayveer Singh had to go to deposit telephone bill, he handed over above amount of money, alongwith a slip to the claimant for depositing it in his account. It has further been detailed therein that the claimant opted not to deposit that amount and left for his home. Thus, contents of Ex.MW1/2 make it clear that a sum of Rs.5000.00 was given to the claimant for getting it deposited in the account of the complainant. Instead of depositing that money, claimant left for his house and made Shri Udayveer felt cheated. Ex.MW1/3 reaffirms these very facts, which are detailed in Ex.MW1/2. Complainant details therein that the claimant misrepresented to him about deposit of money in his saving bank account and went missing around 2 p.m. No efforts were made by the claimant to explain as to why Udayveer made complaints against him. Udayveer was not inimical qua him, having motive to wish him harm. Out of these facts, it is evident that Shri Udayveer Singh had paid money to the claimant for getting it deposited in his bank account. The claimant misappropriated Rs.5000.00, paid to him by Shri Udayveer Singh for depositing in his saving bank account and misrepresented facts to the complainant, when he met him again in the branch.

22. Shri Kulbhushan unfolds that his father, namely, Shri Som Prakash was maintaining current account No.3923 in the name of M/s. K.S. Enterprises in Transport Bhawan branch of the bank. Shri Kulbhushan remained posted in that branch from February 1994 till March 2000. He was transferred to Hauz Khas branch in 2000 and working there in the said branch in July 2002. He narrates that at times he

used to hand over money to his colleagues as well as the claimant for getting it deposited in the aforesaid account. On 14/15.07.2002, he handed over a sum of Rs.8000.00 to the claimant for depositing the amount in the account, referred above. Claimant had not deposited that money in the account. When he pursued the matter, claimant deposited sum of Rs.4000.00 in that account on 18.07.2002. On 22.07.2002, he talked to the Branch Manager and enquired from him as to whether balance amount of Rs.4000.00 was deposited by the claimant in the account, being maintained by his father. Thereafter, on the same day, remaining amount of Rs.4000.00 was deposited by the claimant in current account No.3923. He made a statement in that regard before the Enquiry officer, which is Ex.MW1/24 (inadvertently, this document has been exhibited as Ex.MW1/17). During course of cross examination of the witness, the claimant could not dispel above facts.

23. Shri Suresh Kumar gives reaffirmation to the facts unfolded by Shri Kulbhushan. In his affidavit Ex.MW4/A, Shri Suresh Kumar makes it apparent that on 22.07.2002 Shri Kulbhushan enquired from him as to whether a sum of Rs.4000.00 had been deposited in account No.3923 being maintained in the name of M/s. K.S. Enterprises. At that time, claimant requested him to prepare credit voucher for Rs.4000.00, which is Ex.MW1/14. However, claimant had not signed it. A sum of Rs.4000.00 was deposited on the strength of this voucher by the claimant in the account of M/s K.S. Enterprises.

24. As projected above, the claimant made an effort to forge a story of payment of Rs.5000.00 to him by Shri Udayveer Singh for exchange of new bundles of currency notes in denomination of Rs.5 and Rs.50. To substantiate these facts, he brought Shri Jai Bhagwan and Shri Bhim Singh Sharma in the witness box. Shri Jai Bhagwan admits that on 22.07.2002 claimant had not approached him. From these facts, claim put forward to the effect that a sum of Rs.5000.00 was paid by Shri Udayveer Singh to the claimant for exchange of new currency notes in presence of Shri Jai Bhagwan has been belied. Shri Bhim Singh Sharma explains that on 23.07.2002, Shri Krishan Dutt visited the Transport Bhawan branch of the bank and informed the Chief Manager about ill health of the claimant. However, he concedes that Shri Krishan Dutt testified before the Enquiry Officer that he had not visited Transport Bhawan branch of the bank on 23.07.2002. From these facts, it is apparent that Shri Bhim Singh Sharma admits that Shri Krishan Dutt made a claim before the authorities that on 23.07.2002 he had not visited Transport Bhawan branch of the Bank. Shri Bhim Singh Sharma could not project that the claim, so made by Shri Krishan Dutt, is false. These reasons constrain me to discard facts unfolded by the claimant, Shri Jai Bhagwan as well as Shri Bhim Singh Sharma.

25. The bank has been able to establish that on 14/15.02.2002, Shri Kulbhushan paid a sum of Rs.8000.00 to the claimant for getting it deposited in Current Account No.3923 being maintained by his father, in the name of M/s. K.S. Enterprises. Claimant opted not to deposit that amount in the said account that day. However, on persuasion, he deposited a sum of Rs.4000.00 in that account on 18.07.2002. On 22.02.2002, Shri Kulbhushan asked the Branch Manager and when the Branch Manager talked to the claimant in that regard, he deposited a sum of Rs. 4000.00 in the aforesaid current account on 22.07.2002, out of Rs. 5000.00 received by him from Shri Udayveer Singh. He misappropriated Rs.5000.00 paid to him by Shri Udayveer Singh for getting it deposited in his saving bank account No. 2469. Shri Udayveer Singh made complaints in that regard. Subsequently, the claimant paid Rs. 5000.00 to him. Thus, it is apparent that the bank had been able to establish misconduct of misappropriation of money and converting it to his own use by the claimant for a short period.

26. In his claim statement, claimant projects that misconduct alleged against him was committed by him outside the premises of the bank and beyond his duty hours. According to him, the bank was not competent to charge sheet and proceed with a domestic action. He claims that these facts make it apparent that domestic action was not within competence of the bank and punishment awarded to him does not come into play. For an answer to this proposition, it would be expedient to note as to what the term ‘misconduct’ means. The concept of misconduct is a general concept and is not related to the relationship of master and servant only. The dictionary meaning of the word “misconduct” are : “improper behaviour, intentional wrong doing or deliberate violation of a rule of standard of behaviour”. Misconduct is a transgression of some established and definite rule of action, where no discretion is left except what necessity may demand; it is violation of definite law, a forbidden act and differs from carelessness. It comprises of positive acts and not mere neglect or failure. Under Indian Penal Code and other special and local laws some acts or omissions are offences for which a person can be punished by the sovereign power of the State. These offences or acts are considered to be prejudicial to the interest of the society in general and, therefore, they are prohibited by law. There are, however, various other organizations such as professional bodies, educational institutions, clubs, corporations etc. and any one who wants to be admitted to such bodies, by being member or otherwise, is also required to act under certain rules and remain subject to certain discipline. If he does anything in violation of rules, regulations, or any law inconsistent with his position as a member of that society, then he is liable to lose the advantage and facilities of the association

with that society or organization. Any such act is, therefore, generally called a misconduct. Primary meaning of word “misconduct” is bad management, mis-management and malfeasance or culpable neglect of an official in regard to his office. Both in law and in ordinary speech the term misconduct usually implies an act done willfully with a wrong intention and as applied to professional acts, even though such acts are not inherently wrongful, it means also a dereliction of or deviation from duty. Even assuming that a particular act is negligence and not misconduct, such a negligence which amounts to dereliction of or deviation from duty cannot be excused. See *In re Mahboob Ali Khan* (AIR 1958 A.P. 116).

27. In *N.M. Roshan Umar Karim & Co.* (AIR 1936 Mad. 508) following three different meaning of the word “misconduct” were given:

(a) Misconduct is not established by proving even culpable negligence. It is something opposed to accident or negligence and is doing of something which the doer knows to be wrong or which he does recklessly not caring what the result would be.

(b) Misconduct is distinguished from accident and is not far from negligence – not only gross and culpable negligence, and involves that a person misconducts himself when it is wrong conduct on his part in the existing circumstances to do or to fail or omit to do a particular thing or to persist in the act, failure or omission or acting with carelessness. It is incorrect that misconduct only refers to acts of gross or culpable negligence and not mere negligence.

(c) Misconduct does not ordinarily covers acts of negligence. The test of misconduct is not what a reasonable man would have done in the circumstances. It means that servant is guilty of something which was inconsistent with the conduct expected of him by the rules of the company”.

28. Above three meanings were quoted by the Apex Court with approval in *Shiv Nath* (AIR 1965 SC 1666). Whether mere negligence is a misconduct or not will depend upon the nature of negligence and the requirement of care which the employee was obliged to use on the nature of services he was expected to perform. Misconduct could be three kinds: (i) technical misconduct which leaves no trial of indiscipline (ii) misconduct resulting in damage to the employer’s property which might be compensated by forfeiture of gratuity or part thereof, and (iii) serious misconduct such as acts of violence against the management or other employee or riotous or disorderly behaviour in or near the place of employment, which though not directly causing damage, is conducive to grave indiscipline.

29. The expression “misconduct” has not been defined either in the Industrial Disputes Act, 1947 (in short the Act) or in the Industrial Employment (standing Orders) Act, 1946. In Ram Singh (1992 Lab. I.C. 2391) the Apex Court observed that though the expression is “not capable of precise definition, its reflection receives its connotation from the context, the delinquency in its performance and its effect on the discipline and the nature of duty. It may involve moral turpitude, it must be improper or wrong behaviour, unlawful behaviour, willful in character, forbidden act, a transgression of established and definite rule of action or code of conduct but not mere error of judgment, carelessness or negligence in performance of duty, the act complained of bears forbidden quality or character. Its ambit has to be construed with reference to the subject matter and the context wherein the term occurs, regard being had to the scope of the statute and the public purpose it seeks to serve”. In industrial law, the word “misconduct” has acquired a specific connotation. In Shalimar Rope Works Ltd. (1953 L.A.C. 584) the Labour Appellate Tribunal laid down the criteria for determination as to whether an act would be misconduct, viz. the act (i) is inconsistent with the fulfilment of the express or implied conditions of service, or (ii) is directly linked with the general relationship of employer and employee, or (iii) has a direct connection with the contentment or comfort of the men at work, or (iv) has a material bearing, on the smooth and efficient working of the concern. If the answer to any of these criteria is in affirmative, the act in question would amount to an act of misconduct. In industrial law there are two kinds of misconduct, namely, (I) gross or major misconduct which justify punishment of dismissal or discharge, and (II) minor misconduct which do not justify punishment of dismissal or discharge but may call for lesser punishment. See Caltex India Ltd. [1966 (2) LLJ 137].

30. Para 521.4 of the Shastri Award defines “gross misconduct” on the part of an employee as follows:

“521.4 By the expression “gross misconduct” shall be meant any of the following acts and omissions on the part of an employee;

- (a) engaging in any trade or business outside the scope of his duties except with the permission of the bank;
- (b) unauthorized disclosure of information regarding the affairs of the bank or any of its customers or any other person connected with the business of the bank which is confidential or the disclosure of which is likely to be prejudicial to the interests of the bank;
- (c) drunkenness or riotous or disorderly or indecent behavior on the premises of the bank;
- (d) willful damage or attempt to cause damage to the property of the bank or any of its customers;

- (e) willful insubordination or disobedience of any lawful and reasonable order of the management or of a superior;
- (f) habitual doing of any act which amounts to “minor misconduct” as defined below, “habitual” meaning a course of action taken or persisted in notwithstanding that at least on three previous occasions censure or warnings have been administered or an adverse remark has been entered against him;
- (g) willful slowing down in performance of work;
- (h) gambling or betting on the premises of the bank;
- (i) speculation in stocks, shares, securities or any commodity, whether on his account or that of any other persons;
- (j) doing any act prejudicial to the interests of the bank, or gross negligence or negligence involving or likely to involve the bank in serious loss;
- (k) giving or taking a bribe or illegal gratification from a customer or an employee of the bank;
- (l) abetment or instigation of any of the acts or omissions above mentioned”.

31. Definition of “gross misconduct” was modified time and again and it was lastly modified by para (5) of bipartite settlement dated 10.4.2002 as follows:

“(5) By the expression “gross misconduct” shall be meant any of the following acts and omissions on the part of an employee:

- (a) engaging in any trade or business outside the scope of his duties except with the written permission of the bank;
- (b) unauthorized disclosure of information regarding the affairs of the bank or any of its customers or any other person connected with the business of the bank which is confidential or the disclosure of which is likely to be prejudicial to the interests of the bank;
- (c) drunkenness or riotous or disorderly or indecent behavior on the premises of the bank;
- (d) willful damage or attempt to cause damage to the property of the bank or any of its customers;
- (e) willful insubordination or disobedience of any lawful and reasonable order of the management or of a superior;
- (f) habitual doing of any act which amounts to “minor misconduct” as defined below, “habitual” meaning a course of action taken or persisted in, notwithstanding that at least on three previous occasions censure or warnings have been

administered or an adverse remark has been entered against him;

(g) willful slowing down in performance of work;

(h) gambling or betting on the premises of the bank;

(i) speculation in stocks, shares, securities or any commodity whether on his account or that of any other persons;

(j) doing any act prejudicial to the interest of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss;

(k) giving or taking a bribe or illegal gratification from a customer or an employee of the bank;

(l) abetment or instigation of any of the acts or omission above mentioned;

(m) knowingly making a false statement in any document pertaining to or in connection with his employment in the bank;

(n) resorting to unfair practice of any nature whatsoever in any examination conducted by the Indian Institute of Bankers or by or on behalf of the bank and where the employee is caught in the act of resorting to such unfair practice and a report to that effect has been received by the bank from the concerned authority;

(o) resorting to unfair practice of any nature whatsoever in any examination conducted by the Indian Institute of Bankers or by or on behalf of the bank in cases not covered by the above Sub-Clause (n) and where a report to that effect has been received by the bank from the concerned authority and the employee does not accept the charge;

(p) remaining unauthorizedly absent without intimation continuously for a period exceeding 30 days;

(q) misbehaviour towards customers arising out of bank's business;

(r) contesting election for Parliament/Legislative Assembly/Legislative Council/local bodies/municipal corporation/panchayat, without explicit written permission of the bank;

(s) conviction by a criminal Court of Law for an offence involving moral turpitude;

(t) indulging in any act of 'sexual harassment' of any woman at her workplace.

Note: Sexual harassment shall include such unwelcome sexually determined behaviour (whether directly or otherwise) as :—

- (a) physical contact and advances;
- (b) demand or request for sexual favours;

- (c) sexually coloured remarks;
- (d) showing pornography; or
- (e) any other unwelcome physical, verbal or non-verbal conduct of a sexual nature.

(u) the giving or taking or abetting the giving or taking of dowry or demanding directly or indirectly from the parents or guardians of a bride or bridegroom, as the case may be, any dowry".

32. Here in the case, the bank served the charge-sheet, claiming that gross-misconduct within the meaning of clause 5(j) of Bipartite Settlement dated 10.4.2002 was committed by the claimant. As canvassed by the claimant, the Tribunal is required to consider the phrase 'doing acts prejudicial to the interest of the bank", occurring in para 5(j) of the aforesaid Bipartite Settlement. Bipartite Settlement, referred above, was arrived at between the parties otherwise than in the conciliation proceedings and is binding on the parties to the agreement. The above settlement is a written instrument and has to be construed in accordance with settled norms, applicable for construction of written instruments. In construction of contents of the Bipartite Settlement dated 10.04.2002, the Tribunal cannot be oblivious of the rules, viz. written instruments shall, if possible, be so interpreted "ut res magis valeat quam pereat" (a liberal construction should be put upon written instruments, so as to uphold them, if possible) and that such a meaning shall be given to it as may carry out and effectuate to the fullest extent the intention of the parties.

33. Elementary principles of the law relating to contracts is that parties to contracts are to be allowed to regulate their rights and liabilities themselves and the Courts will only give effect to the intention of the parties as expressed in the contract. However, the law in some cases overrides the will of the individual and renders ineffective and futile his expressed intention or contract. No court or tribunal till lend its aid to a man who finds his cause of action upon an immoral or an illegal act. A contract cannot be made the subject of an action if it be impeachable on the grounds of dishonesty, or as being opposed to public policy, if it be either contra bonos mores or forbidden by law. No court or tribunal will allow itself to be made the instrument of enforcing obligations alleged to arise out of a contract or transaction which is illegal.

34. Bipartite settlement dated 10th April, 2002, was entered into between the management of 52 'A' class banks as represented by the Indian Bank's Association and their workman as represented by the All India Bank Employee Association, National Confederation of Bank Employees and Indian National Bank employees Federation. The short recital of the settlement provides that it details procedure for taking disciplinary action against workman in the bank, who were parties to the agreement. Para 2 of the settlement

defines the expression “offence” to mean any offence involving moral turpitude for which an employee is liable to conviction and sentence under any provisions of law. Para 3 of the settlement details the procedure under which disciplinary action may be initiated against an employee in case of his acquittal of the offence by a court of law. For sake of convenience, the provision of para 3 of the settlement are reproduced as follows :

“3. (a) When in the opinion of the management an employee has committed an offence, unless he be otherwise prosecuted, the bank may take steps to prosecute him or get him prosecuted and in such a case he may also be suspended.

(b) If he be convicted, he may be dismissed with effect from the date of his conviction or be given any lesser form of punishment as mentioned in Clause 6 below.

(c) If he be acquitted, it shall be open to the management to proceed against him under the provisions set out below in Clauses 11 and 12 infra relating to discharges. However, in the event of the management deciding after enquiry not to continue him in service, he shall be liable only for termination of service with three months’ pay and allowances in lieu of notice. And he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full pay and allowance minus such subsistence allowance as he has drawn and to all other privileges for the period of suspension provided that if he be acquitted by being given the benefit of doubt he may be paid such portion of such pay and allowances as the management may deem proper, the period of his absence shall not be treated as a period spent on duty unless the management so directs.

(d) If he prefers an appeal or revision application against his conviction and is acquitted, in case he had already been dealt with as above and he applies to the management for reconsideration of his case, the management shall review his case and may either reinstate him or proceed against him under the provisions set out below in Clauses 11 and 12 infra relating to discharge, and the provision set out above as to pay, allowances and the period of suspension will apply, the period up-to-date for which full pay and allowances have not been drawn being treated as one of suspension. In the event of the management deciding, after enquiry not to continue him in service, the employee shall be liable only for termination with three months’ pay and allowances in lieu of notice, as directed above”.

35. Out of the provision of para 2, 3, 11 and 12 of the settlement, it emerges that an enquiry may be initiated

against an employee of the bank if he allegedly commits an offence involving moral turpitude. It is a matter of common knowledge that every offence liable to punishment under law would not amount to an offence involving moral turpitude. To term an offence involving moral turpitude, the act must be vile or harmful to society in general or contrary to accepted rules or rights and duties between man and man. The test for determination as to whether an offence involves moral turpitude are as follows: (1) whether the act leading to conviction was such as could shock the moral conscience of society in general? (2) whether the motive which led to the act was a base one? and (3) whether on account of the act having been committed the perpetrator could be considered to be of a depraved character or a person who was to be looked down upon by the society ?

36. In Shalimar Rope Works (supra) the Labour Appellate Tribunal held that the norms and the place where the act of indiscipline takes place, is not the only factor and if it is subversive of discipline or involves moral turpitude, that is enough to give jurisdiction to the management to take disciplinary action against the employee. In Air India Ltd. [1952 (2) LLJ 602], the workman assaulted his officer near Santa Cruz Station, outside the factory premises and it was held that the act was subversive of discipline. Similar view was taken in Mill Mazdoor Sabha [1957 (1) LLJ 415], Chhotelal Ayodhya (1958 ICR 363) and Mehangaram [1957 (1) LLJ 603]. From the above precedents it is evident that in case of moral turpitude the management will have jurisdiction to initiate disciplinary action against an employee, even if act of indiscipline takes place away from the premises where he is employed and beyond his duty hours. Same proposition has been embedded in the provisions of para 2, 3, 11 & 12 of the aforesaid bipartite settlement. For initiation of domestic action on commission of an offence involving moral turpitude, it is not necessary that it should be committed at work place or during duty hours.

37. Now efforts would be made to construe the phrase “doing any act prejudicial to the interest of the bank” as used in clause 5(j) of the settlement. At the cost of repetition, it is said that the employer bank assumes jurisdiction to punish his employee even if the misconduct is committed outside the premises or when the employee was off-duty. An employer would not attempt to improve moral or ethical tone of his employee’s conduct in relation to strangers not employed in his concern, by use of coercive process of disciplinary jurisdiction. However, when an act committed outside the premises is subversive of discipline, which will attract disciplinary action, in case the act has direct connection with the contentment or comfort of the men at work or has a natural bearing on the smooth and effective working of the bank. In that situation, it will be subversive of discipline, if an employee misbehaves in such a way even outside the premises of

the concern or even when was off duty, that it impaired reputation of the concern and calculated to create resentment among workers, the concern would be perfectly justified in treating that conduct as calculated to harm its reputation and being subversive of discipline. See Devan Badri Das [1962 (1) LLJ 526].

38. When a workman is found guilty of offence involving moral turpitude, his employer may initiate domestic action against him. If commission of offence involved moral turpitude as mentioned in the standing orders or service rules as misconduct, then the position is clear. Even if the standing orders did not provide for a case in which an employee commits offence involving moral turpitude, it would be unreasonable to contend that despite commission of the offence, employee would be deemed not to have committed any misconduct to justify his removal from service. As facts project, claimant accepted a sum of Rs.5000.00 from Shri Udayveer Singh for depositing money in his saving bank account No. 2469. Instead of depositing the amount in the account of Shri Udayveer Singh, he misappropriated it. Out of that amount, a sum of Rs. 4000.00 was deposited by him in current account No.3923 maintained in the name of M/s K.S. Enterprises, since Shri Kulbhushan was pressing him hard for depositing that amount which was misappropriated by him out of a sum of Rs.8000.00 paid to him on 14/15.07.2002. It is evident that the claimant misappropriated money given to him by Shri Kulbhushan as well as Shri Udayveer Singh. Though after a few days he returned the money to Shri Udayveer Singh and deposited a sum of Rs. 4000.00 in the account of M/s K.S. Enterprises, yet that fact would not absolve him from the liability. Above facts make it apparent that the acts complained against the claimant render him unfit to perform his duties, which he had undertaken with his employer. It is well known that banking business is based on confidence of public in the system. In case an employee of the bank misappropriates money handed over to him for depositing in the account of the customer, it would lead customer(s) to believe that such a person is not worthy of credence. Such employee, while working in the bank, would cause loss to the faith of the customers in the banking system. Customers would be hesitant in banking upon such an institution. A person who commits acts of moral turpitude would be said to have committed acts of willful and careless disregard for the interest of his employer. Therefore, such a person cannot project business of his employer and would certainly cause prejudice to the interest of his master. Consequently I am constrained to conclude that a person who commits offence of moral turpitude would fall within the category of persons against whom disciplinary action can be initiated.

39. In view of the reasons detailed above it is announced that claimant committed acts of moral turpitude and caused prejudice to the interest of the bank. His acts fall within

the ambit of gross misconduct defined under clause (j) of the aforesaid Bipartite Settlement. It does not lie in his mouth to contest that no misconduct was committed by him in that regard. Objection raised by the claimant in his claim statement is, hereby, brushed aside.

40. What should be the appropriate punishment, which can be awarded to the claimant, is a proposition which would be addressed to by this Tribunal? For an answer to this proposition it would be expedient to have a glance on legal dictum. It is a matter of common knowledge that right of an employer to award punishment of discharge or dismissal is not unfettered. The punishment imposed must commensurate with gravity of the misconduct, proved against the delinquent workman. Prior to enactment of section 11-A of the Act, it was not open to the industrial adjudicator to vary the order of punishment on finding that the order of dismissal was too severe and was not commensurate with the act of misconduct. In other words, the industrial adjudicator could not interfere with the punishment as it was not required to consider propriety or adequacy of punishment or whether it was excessive or too severe. The Apex Court, in this connection, had, however, laid down in Bengal Bhattee Coal Company [1963 (I) LLJ 291] that where order of punishment was shockingly disproportionate with the act of the misconduct which no reasonable employer would impose in like circumstances, that itself would lead to the inference of victimization or unfair labour practice which would vitiate order of dismissal or discharge. But by enacting the provisions of section 11-A of the Act, the Legislature has transferred the discretion of the employer, in imposing punishment, to the industrial adjudicator. It is now the satisfaction of the industrial adjudicator to finally decide the quantum of punishment for proved acts of misconduct, in cases of discharge or dismissal. If the Tribunal is satisfied that the order of discharge or dismissal is not justified in any circumstances on the facts of a given case, it has the power not only to set aside order of punishment and direct reinstatement with back wages, but it has also the power to impose certain conditions as it may deem fit and also to give relief to the workman, including award of lesser punishment in lieu of discharge or dismissal.

41. It is established law that imposing punishment for a proved act of misconduct is a matter for the punishing authority to decide and normally it should not be interfered with by the Industrial Tribunals. The Tribunal is not required to consider the propriety or adequacy of punishment. But where the punishment is shockingly disproportionate, regard being had to the particular conduct and past record, or is such as no reasonable employer would ever impose in like circumstance, the Tribunal may treat the imposition of such punishment as itself showing victimization or unfair labour practice. Law to this effect was laid by the Apex Court in Hind Construction and Engineering Company Ltd. [1965 (I) LLJ 462]. Likewise in

Management of the Federation of Indian Chambers of Commerce and Industry [1971 (II) LLJ 630] the Apex Court ruled that the employer made a mountain out of a mole hill and had blown a trivial matter into one involving loss of prestige and reputation and as such punishment of dismissal was held to be unwarranted. In Ram Kishan [1996 (I) LLJ 982] the delinquent employee was dismissed from service for using abusive language against a superior officer. On the facts and in the circumstances of the case, the Apex Court held that the punishment of dismissal was harsh and disproportionate to the gravity of the charge imputed to the delinquent. It was ruled therein, “when abusive language is used by anybody against a superior, it must be understood in the environment in which that person is situated and the circumstances surrounding the event that led to the use of abusive language. No straight-jacket formula could be evolved in adjudicating whether the abusive language in the given circumstances would warrant dismissal from service. Each case has to be considered on its own facts”

42. In B.M.Patil [1996 (II) LLJ 536], Justice Mohan Kumar of Karnataka High Court observed that in exercise of discretion, the Disciplinary Authority should not act like a robot and justice should be moulded with humanism and understanding. It has to assess each case on its own merit and each set of fact should be decided with reference to the evidence recording the allegation, which should be basis of the decision. The past conduct of the worker may be a ground for assuming that he might have a propensity to commit the misconduct and to assess the quantum of punishment to be imposed. In that case a conductor of the bus was dismissed from service for causing revenue loss of 50p to the employer by irregular sale of tickets. It was held that the punishment was too harsh and disproportionate to the act of misconduct.

43. After insertion of section 11-A of the Act, the jurisdiction to interfere with the punishment is there with the Tribunal, who has to see whether punishment imposed by the employer commensurate with the gravity of the act of misconduct. If it comes to the conclusion that the misconduct is proved, it may still hold that the punishment is not justified because misconduct alleged and proved is such as it does not warrant punishment of discharge or dismissal and where necessary, set aside the order of discharge or dismissal and direct reinstatement with or without any terms or conditions as it thinks fit or give any other relief, including the award of lesser punishment, in lieu of discharge or dismissal, as the circumstance of the case may warrant. Reference can be made to a precedent in Sanatak Singh (1984 Lab.I.C.817). The discretion to award punishment lesser than the punishment of discharge or dismissal has to be judiciously exercised and the Tribunal can interfere only when it is satisfied that the punishment imposed by the management is highly disproportionate to the decree of the guilt of the workman.

Reference can be made to the precedent in Kachraji Motiji Parmar [1994 (II) LLJ 332]. Thus it is evident that the Tribunal has now jurisdiction and power of substituting its own measure of punishment in place of the managerial wisdom, once it is satisfied that the order of discharge or dismissal is not justified. On facts and in the circumstances of a case, section 11A of the Act specifically gives two folds powers to the Industrial Tribunal, first is virtually the power of appeal against findings of fact made by the Enquiry Officer in his report with regard to the adequacy of the evidence and the conclusion on facts and secondly of foremost importance, is the power of reappraisal of quantum of punishment.

44. In Bharat Heavy Electricals Ltd. [2005 (2) S.C.C. 481] the Apex Court was confronted with the proposition as to whether power available to the Industrial Tribunal under section 11-A of the Act are unlimited. The Court opined that “there is no such thing as unlimited jurisdiction vested with any judicial or quasi judicial forum and unfettered discretion is sworn enemy of the constitutional guarantee against discrimination. An unlimited jurisdiction leads to unreasonableness. No authority, be it administrative or judicial, has any power to exercise discretion vested in it unless the same is based on justifiable grounds supported by acceptable materials and reasons thereof”. The Apex Court relied its judgement in C.M.C. Hospital Employees Union [1987 (4) S.C.C. 691] wherein it was held that “section 11-A cannot be considered as conferring an arbitrary power on the Industrial Tribunal or the Labour Court. The power under section 11-A of the Act has to be exercised judiciously and the Industrial Tribunal or Labour Court is expected to interfere with the decision of a management under section 11-A of the Act only when it is satisfied that the punishment imposed by the management is highly disproportionate to the degree of guilt of the workmen concerned. The Industrial Tribunal or Labour Court has to give reasons for its decision”. In Hombe Gowda Educational Trust [2006 (1) S.C.C. 430] the Apex Court announced that the Tribunal would not normally interfere with the quantum of punishment imposed by the employer unless an appropriate case is made out therefore.

45. Power to set aside order of discharge or dismissal and grant relief of reinstatement or lesser punishment is not untrammeled power. This power has to be exercised only when Tribunal is satisfied that the order of discharge or dismissal was not justified. This satisfaction of the Tribunal is objective satisfaction and not subjective one. It involves application of the mind by the Tribunal to various circumstances like nature of delinquency committed by the workman, his past conduct, impact of delinquency on employer’s business, besides length of service rendered by him. Furthermore, the Tribunal has to consider whether the decision taken by the employer is just or not. Only after taking into consideration these aspects, the Tribunal can upset the punishment imposed

by the employer. The quantum of punishment cannot be interfered with without recording specific findings on points referred above. No indulgence is to be granted to a person, who is guilty of grave misconduct like cheating, fraud, misappropriation of employers fund, theft of public property etc. A reference can be made to the precedent in Bhagirath Mal Rainwa [1995 (I) LLJ 960].

46. As noted above, the claimant misappropriated money, handed over by Shri Kulbhushan as well as Shri Udayveer Singh for deposit in their respective accounts and converted it for his personal use. Misconduct like cheating, fraud and misappropriation of employers funds are grave one, justifying punishment of compulsory retirement from service. Question for consideration comes as to whether punishment awarded to the claimant was shockingly disproportionate to his misconduct, justifying interference by this Tribunal? In Firestone Tyre and Rubber Company of India (Pvt.) Ltd. [1973 (1) S.C.C. 813], the Apex Court ruled that once misconduct is proved, the Tribunal had to sustain order of punishment unless it was harsh indicating victimization. It has been further laid therein that if a proper enquiry is conducted by an employer and a correct finding arrived at regarding the misconduct, the Tribunal, even though now empowered to differ from the conclusion arrived at by the management, will have to give very cogent reasons for not accepting the view of the employer. Again in Divisional Controller K.S.R.T.C. (N.W.K.R.T.C) [2005 (3) S.C.C. 254] it was laid that question of quantum of punishment would not be weighed on amount of money misappropriated but it should be based on loss of confidence, which is a primary factor to be taken into account. Once a person is found guilty of misappropriating his employer's fund, there is nothing wrong for the employer to lose confidence or faith in such a person, awarding punishment of dismissal.

47. As proved by the bank, the claimant misappropriated money handed over to him by the customers, namely Shri Kulbhushan and Shri Udayveer Singh. Element of deceit and injury to the person deceived was there in the act committed by the claimant, hence it answered all ingredients of fraud. It is a matter of common knowledge that misconduct of fraud is of serious nature, warranting penalty of dismissal. Reference can be made to the precedent in Tika Ram & Sons Ltd. [1960 (1) LLJ 514 S.C.].

48. Punishment of compulsory retirement from service commensurate to the misconduct committed by the claimant. It cannot be said that the punishment awarded to the claimant was shockingly disproportionate to his misconduct, justifying interference by the Tribunal. The punishment of compulsory retirement from service cannot be said to be harsh, indicating victimization. One who commits misconducts, like cheating and fraud loses confidence of his employer. Therefore, I am of the

considered opinion that the claimant has miserably failed to project that punishment awarded to him is to be substituted by any other punishment.

49. Whether the penalty of compulsory retirement from bank service, awarded to the claimant, would relate back to the date of order of compulsory retirement passed by the bank? For an answer, it is expedient to consider precedents handed down by the Apex Court. In Ranipur Colliery [(1959) Supp. 2 SCR 719] the employer conducted a domestic enquiry though defective and passed an order of dismissal and moved the Tribunal for approval of that order. It was ruled therein that if the enquiry is not defective, the Tribunal has only to see whether there was a *prima facie* case for dismissal and whether the employer had come to the *bonafide* conclusion that the employee was guilty of misconduct. Thereafter on coming to that conclusion that the employer had *bonafide* come to the conclusion that the employee was guilty, that is, there was no unfair labour practice and no victimization, the Tribunal would grant the approval which would relate back to the date from which the employer had ordered the dismissal. If the enquiry is defective for any reason, the Tribunal would also have to consider for itself on the evidence adduced before it whether the dismissal was justified. However on coming to the conclusion on its own appraisal of evidence adduced before it that the dismissal was justified its approval of the order of dismissal made by the employer on defective enquiry would still relate back to the date when order was made.

50. In Phulbari Tea Estate [1960 (I) S.C.R. 32] the domestic enquiry held by the employer culminating in the order of dismissal was found to be invalid, being in gross violation of the rules of natural justice. Even before the Tribunal, the employer did not lead proper evidence to justify the order of dismissal and contended itself by merely producing the statement of certain witnesses recorded during the domestic enquiry and the workman had no opportunity to cross-examine the witnesses before the Tribunal. In the absence of any evidence before it, justifying the dismissal, the Tribunal set aside the order of dismissal and granted compensation in lieu of reinstatement, which order was upheld by the Apex Court. In that case question of relating back of the order of dismissal did not arise.

51. In P.H. Kalyani [1963 (1) LLJ 673] the employer dismissed the workman after holding a domestic enquiry into the charges. Since some dispute was pending before the Industrial Tribunal, the employer applied for "approval" of action of dismissal in compliance with the proviso to section 33(2)(b) of the Act. The workman made an application under section 33-A of the Act. Apart from relying on validity of domestic enquiry, the employer adduced all the evidence before the Tribunal in support of

its action. On basis of evidence before it, the Tribunal came to the conclusion that the facts of misconduct committed by the workman were of serious nature involving danger to human life and therefore dismissed the application under section 33-A and accorded “approval” to the action of dismissal taken by the employer. In this situation the Apex Court held that if the enquiry is not defective and the action of the employer is bona fide, the Tribunal will grant the approval” and the dismissal would “relate back to the date from which the employer had ordered dismissal”. If the enquiry is invalid for any reason, the Tribunal will have to consider for itself on the evidence adduced before it, whether the dismissal was justified. If it comes to the conclusion on its own appraisal of such evidence that the dismissal was justified, the dismissal would “still relate back to the date when the order was made”. Sasa Musa Sugar Works case [1959 (II) LLJ 388] was distinguished saying that observations made therein “apply only to a case where the employer had neither dismissed the employee nor had come to the conclusion that a case for dismissal had been made. In that case, the dismissal of the employee takes effect from the date of the award and so until then the relation of employer and employee will continue in law and in fact”.

52. D.C.Roy [(1976) Lab. I.C. 1142] is the illustration where domestic enquiry held by the employer was found to be invalid being violative of principles of natural justice and the employer had justified the order of dismissal by leading evidence before the Labour Court, on appraisal of which the Labour Court found the order of dismissal justified. In appeal, the Apex Court upheld the award with the observation that “the ratio of Kalyani’s case (*supra*) would therefore, govern the case and the judgment of the Labour Court must relate back to the date on which the order of dismissal was passed”.

53. In Gujarat Steel Tubes Ltd. [1980 (1) LLJ 137] inverted image of the D.C. Roy’s case was presented by a majority of three judge bench wherein it was held that “where no enquiry has preceded punitive discharge, and the Tribunal for the first time upholds the punishment, this court in D.C. Roy vs. Presiding Officer (*supra*) has taken the view that full wages be paid until the date of the award. There cannot be any relation back of the date of dismissal when the management passed the void order”. Though the court ruled that law laid in D.C.Roy is correct yet it followed obiter instead of the decision. Observations of the Apex Court in above decision, bearing on the relate back rule, were faulted in R. Thiruvirkolam [1997 (1) SCC 9] on the ground that they “are not in the line with the decision in Kalyani which was binding or with D.C.Roy to which learned Judge Krishna Iyer J. was a party. It also does not match with the juristic principle discussed in Wade”. The view taken in R.Thiruvirkolam (*supra*) was affirmed in Punjab Dairy Development Corporation Ltd. (1997 (2) LLJ 1041).

54. In view of the catena of decisions, detailed above, it is clear that an employer can justify its action by leading evidence before the Tribunal. This equally applies to cases of total absence of enquiry and defective enquiry. A case of defective enquiry stands on the same footing as no enquiry. If no evidence is led or evidence adduced does not justify the dismissal by the employer, the Tribunal can order reinstatement or payment of compensation as it may think fit. But if it finds on the evidence adduced before it that the dismissal is justified, the doctrine of relate back is pressed into service to bridge the time gap between the rupture of the relationship of employer and employee and the finding of the Tribunal.

55. If the workman is to be paid wages upto the date of the award of the Tribunal, the Parliament has to enact so, declares the Delhi High Court in Ranjit Singh Tomar (ILR 1983 Delhi 802). Obviously the Act does not make any provision for the situation. Precedents in Ghanshyam Das Shrivastava [1973 (1) SCC 656], Capt. M.Paul Anthony [1999 (3) SCC 679] and South Bengal State Transport Corporation [2006 (2) SCC 584] nowhere deal with the controversy, hence are not discussed.

56. In view of the facts detailed above, punishment of compulsory retirement from bank service would relate back to the date of the order. Claimant could not bring it to light that the order of compulsory retirement from service would be applicable from the date of the award and not from the date of the order. All these facts would project that punishment of compulsory retirement from service, awarded to the claimant, is legal, fair and justified. Claimant could not show any illegality in the punishment, awarded to him by the bank. The issue is, therefore, answered in favour of the bank and against the claimant.

Relief.

57. In view of above discussion, I am of the considered opinion that the claimant is not a person on whom the bank can depend upon. Banking business is conducted on trust and confidence. When an employee is found not to be trustworthy, his retention in service may affect business of the bank. Such an employee cannot be retained in service. Therefore punishment of compulsory retirement from service is not to be interfered with by this Tribunal. The claimant is not entitled to any relief, not to talk of relief of reinstatement in service. His claim statement is liable to be dismissed. Accordingly, it is concluded that the action of the bank in compulsorily retiring the claimant from service is legal and justified. Claim statement is brushed aside. An award is passed in favour of the bank and against the claimant. It be sent to appropriate Government for publication.

dated : 21.4.2014

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 8 मई, 2014

का.आ. 1481.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पूर्व रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद के पंचाट (संदर्भ सं. 9/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08/05/2014 को प्राप्त हुआ था।

[सं. एल-41011/30/2002-आईआर (बी-I)]

सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 8th May, 2014

S.O. 1481.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 9/2003) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad, as shown in the Annexure, in the industrial dispute between the management of Eastern Railway, and their workmen, received by the Central Government on 08/05/2014.

[No. L-41011/30/2002-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD

IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A)
OF I.D.ACT, 1947

Ref. No. 09 of 2003

Employers in relation to the management of

D. R. M, Eastern Railway, Gaya

AND

Their workmen

Present : SRI RANJAN KUMAR SARAN,
Presiding Officer

Appearances :

For the Employers : None

For the workman : Sri D. Mukherjee, Advocate

State : Bihar

Industry : Railway

Dated 22/4/2014

AWARD

By Order No.L-41011/30/2002-IR(B-I), dated 18/12/2002, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the claim of Gaya Railway Station poldar workers Union for issuing identity Cards and treating them at per with the licensed porters by the railway administration is legal and justified? If so, what relief the Union is entitled to?”

2. The case is received from the Ministry of Labour on 01.01.2003. After notice, both parties appeared. The workman files their written statement on 20.03.2003 and the management files their written statement on 15.02.2005.

3. The short point involved in the case is whether the workman will be given Identity Card to work as licensed porter in Rly. station. The case of the workman is that they were engaged as porter in the goods shed and was loading and unloading goods alongwith others. In Support of that he has filed photocopy of I.Card being signed by Chief goods shed supdt. / incharge of Eastern Railway. The workman demands that they be given the status of licensed porters.

4. The management submitted that, the railway is a big organization of India, who used to carry passengers and goods where the railway Track is on.

5. It is stated in paragraph 13 of the counter by the railway that I.D Card is issued only to Rly. employees and not to labourers etc. But in this case photocopy of I.D Card of workman filed. Though It is photocopy, It was not disputed by the Rly, in their counter.

5. Since some photocopy I.D.Card filed, and in the counter by Rly. it is stated that I.D.Card granted to persons who work in Railways, there is no difficulty to pass order, directing management to verify the I.Cards and their records and atleast recognized the workman as licensed porter .

This is my award

R. K. SARAN, Presiding Officer

नई दिल्ली, 9 मई, 2014

का.आ. 1482.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पूर्व मध्य रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद के पंचाट (संदर्भ संख्या 35/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08/05/2014 को प्राप्त हुआ था।

[सं. एल-41011/02/2012-आईआर (बी-I)]

सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 9th May, 2014

S.O. 1482.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 35/2012) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad, as shown in the Annexure, in the

BETWEEN

Sri R.N. Elangovan : 1st Party/Petitioner
AND

The Regional Manager (RBO-I) : 2nd Party/Respondent
State Bank of India
Administrative Office
“Madhuram” Complex No. 2
Dr. Ambedkar Road
Madurai-625002

Appearance :

For the 1st Party/Petitioner : Petitioner in Person
For the 2nd Party/Management : —

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-12012/06/2014-IR(B-I) dated 04.03.2014 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the Management of State Bank of India, Madurai in dismissing Sri R.N. Elangovan is justified? If not, to what relief, is the workman entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 16/2014 and issued notices to both sides. Both sides entered appearance through their respective counsel.

3. On receipt of the notice the petitioner has entered appearance. A memo is filed stating that he has filed ID 7/ 2014 before this Tribunal directly regarding the same subject matter and so he is not pressing this ID. So there is no necessity to proceed with this case.

The ID is closed as not pressed.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 27th March, 2014)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : None
For the 2nd Party/Management : None

Documents Marked on Petitioner & Management sides : Nil

नई दिल्ली, 9 मई, 2014

का.आ. 1484.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एम एस कोनकन रेलवे कारपोरेशन लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में

केन्द्रीय सरकार ऑद्योगिक अधिकरण, मुम्बई के पंचाट (संदर्भ संख्या 16/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 29/04/2014 को प्राप्त हुआ था।

[सं. एल-41012/34/2009-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 9th May, 2014

S.O. 1484.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 16/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai, as shown in the Annexure, in the industrial dispute between the management of M/s. Konkan Railway Corp. Ltd., and their workmen, received by the Central Government on 29/04/2014.

[No. L-41012/34/2009-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

PRESENT : K.B. KATAKE, Presiding Officer

REFERENCE NO. CGIT-2/16 of 2011**EMPLOYERS IN RELATION TO THE MANAGEMENT OF KONKAN RAILWAY CORPORATION LTD.**

The Managing Director
M/s. Konkan Railway Corporation Ltd.
Belapur Bhavan
Belapur, Navi Mumbai.

AND**THEIR WORKMEN.**

Shri Venugopal Bhatt, Sr. SM/TOK & 7 ors.
C/o. Konkan Railway Corporation Ltd.
Belapur Bhavan
Belapur, Navi Mumbai.

APPEARANCES :

FOR THE EMPLOYER : Mr. Gurunath Naik, Advocate.

FOR THE WORKMEN : No appearance.

Mumbai, dated the 8th April 2014.

AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-41012/34/2009-IR (B-I), dated 13.01.2011 (received along with corrigendum dated 15/04/2011) in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the management of M/s. Konkan Railway Corporation Ltd. in not considering 8 workmen mentioned below for promotion to the post of Traffic Supervisors (worth Charge Post) considering the number of years' service rendered by them in the said post is legal and justified? To what relief the workmen are entitled?"

1. Mr. Rajesh S. Naik, TI/BL (Deleted/ withdrawn)
2. Mr. S. K. Bala, AS/RN
3. Mr. C.K. Thobias, SCOR/BL (Deleted/ withdrawn)
4. Mr. Venugopal Bhatt, Sr. SM/TOK
5. Mr. Suresh I. Naik, SCORL/BL
6. Mr. Sainath Reddy, SCOR/BL
7. Mr. Roshan, AS/ MAO
8. Mr. Dileep D. Bhat, AS/KAWR

2. Notices were issued to both the parties. One of the workmen Mr. Suresh Naik appeared for the workmen on three – four occasions. Thereafter he remained absent. Notices were again issued to the workmen vide Ex-7 & 8 for filing statement of claim. The second party union did not appear and file their Statement of claim therefore, this reference cannot be decided on merits and the same deserves to be rejected. Thus I pass the following order:

ORDER

Reference stands rejected for want of prosecution.

Date : 08.04.2014

K. B. KATAKE, Presiding Officer

नई दिल्ली, 9 मई, 2014

का.आ. 1485.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार चम्बल क्षेत्रीय ग्रामीण बैंक लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 81/93) को प्रकाशित करती है जो केन्द्रीय सरकार को 29/04/2014 को प्राप्त हुआ था।

[सं. एल-12012/341/91-आईआर (बी-I)]

सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 9th May, 2014

S.O. 1485.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 81/93) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur, as shown in the Annexure, in the industrial dispute between the management of Chambal Kshetriya Gramin Bank and their workmen, received by the Central Government on 29/04/2014.

[No. L-12012/341/91-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/81/93

Presiding Officer : SHRI R.B.PATLE

Shri Rambabu Yadav,
S/o Shri Ram Singh,
Village Orathi, PO Rajodha,
Tehsil Porsa,
Distt. MorenaWorkman

Versus

Chairman,
Chambal Kshetriya Gramin Bank,
HO Jiwaji Ganj,
Moena (MP)Management

AWARD

Passed on this 8th day of April 2014

1. As per letter dated 7-8/4/93 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12012/341/91-IR(B.III). The dispute under reference relates to:

"Whether the action of the management of Chambal Kshetriya Gramin Bank in terminating the services of Shri Ram Babu Yadav w.e.f. 1-5-89 is legal and justified? If not, to what relief the workman is entitled to?"

2. After receiving reference, notices were issued to the parties. workman submitted statement of claim at Page 2/1 to 2/4. Case of workman is that he was appointed as messenger as per order dated 20-6-86. He was confirmed on post of messenger by IIInd party as per order dated 21-9-88. At the time of appointment, he was posted at Kichol branch , Distt. Morena. He was transferred from Kichol to Head Office Morena on 29-4-89. He was relieved. Then workman joined at Head office on 1-5-89. He further states that after joining at Head office, IIInd party abused him and forced to submit resignation without any cause or basis. Ist party workman was compelled to write resignation under threats of submitting report to police. Letter of resignation was dictated and his signature was obtained on it. That immediately workman reported matter to police. His report was not received by police therefore on 26-5-89, the workman send registered letter complaining about the matter. He prayed for cancellation of resignation. Workman reiterates that as IIInd party had refused his letter for cancellation of resignation, said letter was sent by RPAD. No reply was given by IIInd party. Therefore he sent notice through his Advocate. IIInd party given false reply to notice given through Advocate. Thereafter

workman raised dispute initiating conciliation proceedings before ALC, Bhopal. The Govt. refused to refer dispute. Workman filed miscellaneous petition 586/92 as per direction given in order dated 18-12-92. The dispute is referred. Workman reiterates that his resignation was obtained by IInd party under threats. His alleged resignation is void, illegal. On such grounds, workman prays for his reinstatement with consequential benefits.

3. IIInd party filed Written Statement at page 7/1 to 7/5. The IIInd party submits that workman was appointed as part time messenger as daily wages in the bank. He was confirmed as messenger on 21-9-88. IIInd party submits that workman was relieved on 21-9-88 from Kichol branch, he was not transferred from Kichol to Head Office Morena. It is denied that workman joined at Head Office Morena on 1-5-89. It is denied that workman was abused and forced to submit resignation. It is denied that workman was compelled to write resignation on threats. Workman was part time messenger in Kichol branch. Workman had manipulated ledger sheets of Saving Bank Accounts. He had altered credit balance. Two Accounts had come to notice of Branch Manager. In Account No. 144 of Shri Omkar Singh, credit balance was Rs. 40/- , the figure 6 was added and amount was made Rs.640/-. Amount of Rs. 450/- was withdrawn by workman. It is further submitted that workman and Account holder were in connivance that w.r.t. Account 153 of Ajmer Singh, the credit balance was Rs.5/-, figure 60 was added and made as Rs.605/-. Amount of Rs. 600/- was withdrawn by workman. When workman came to Morena on 1-5-89 and met IIInd party, he was told about manipulation in ledger sheet and from preliminary report of the Branch Manager, realizing gravity of the matter and its consequences, Ist party voluntarily tendered his resignation. IIInd party was requested not to report to police and the amount was deposited by the workman. If the matter be reported, his career would be ruined. Considering submissions of workman, the resignation of workman was accepted on same day. After about month on 30-5-89, IIInd party issued letter dated 29-5-89 Ist party workman alleged his resignation was obtained by post, IIInd party denies that resignation of workman was obtained under force. Workman himself voluntarily submitted his resignation. On such grounds, IIInd party prays for rejection of the claim of workman.

4. Rejoinder is also filed by workman at Page 9/1 to 9/2 reiterating his contentions in Statement of claim.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of Chambal Kshetriya Gramin Bank in terminating the services of Shri Ram Babu Yadav w.e.f. 1-5-89 is legal and justified? In Negative

(ii) If not, what relief the workman is entitled to?" As per final order

REASONS

6. Workman is challenging termination of his services pleading that his resignation was obtained by IIInd party by force. IIInd party had dictated letter of resignation and forced him to sign on it. In support of his claim, workman filed affidavit of his evidence. He has stated that he was appointed as messenger on 20-6-86. He was confirmed on said post on 21-9-88. He was transferred from Kichol branch to Head Office Morena on 29-4-89. He joined Head Office Morena on 1-5-89. IIInd party compelled him to sign on letter of resignation. His attendance was not marked on Muster roll. He had sent letter to IIInd party on 26-5-89 as said letter was not accepted, he issued notice through his counsel. In his cross-examination workman says he was working as part time messenger, he was doing cleaning and other works through out the day. On 1-5-89, he had gone for joining duty at Head Office Morena. He was given benefit of P-2 Grade. Except P-2 Grade, he has no other evidence. He denies that he had not joined service at Morena on 1-5-89. He denies that he had not given P-3 to the IIInd party rather some other letter was given by him. He denies addition of amount in Account of Ajmer Singh from Rs.5 to making it to Rs. 605/-. He admits that the document Exhibit M-1, M-2 are in his handwriting. Those documents bears his signature on reverse side. He denies that he has admitted his misdeed ad requested management not to submit report to police. He also denies that he had deposited amount in Account of Ajmer Singh and Omkar Singh. He denies that he had voluntary submitted documents Exhibit M-3. The documents are admitted by Ist party Exhibit M-1 receipt of Rs.10/-, M-2 receipt of Rs.60/-, M-3 receipt of Rs. 120/-, M-4 receipt of Rs. 500/-, M-5 receipt of Rs. 100, M-6 receipt of Rs.24/-.

7. Affidavit of Omkar Singh is filed but he was not made available for cross-examination. His evidence cannot be considered. Again the affidavit of Shri Omkar Singh is filed. He has stated that the Ist party workman was working in the Bank. He himself was working for 20 days in the Bank. Thereafter he was discontinued. That in Account No. 144 of Pradeep, amount of Rs. 450/- was paid obtaining his signature on withdrawal form. In his cross-examination, witness Omkar Singh says there is no evidence about his working 20 days in the Bank. He has not brought his pass book in the Bank. He did not recollect whether he withdrawn amount of Rs. 450/- from his account. He did not recollect whether workman Rambabu had given document in writing to save himself from police. That he had come for his evidence alongwith workman Rambabu. That in 1986, he was working in Regional Rural Bank. Thereafter Rambabu was working in Bank. Witness Omkar Singh tried to

corroborate the evidence of workman. Management has not disputed that workman was engaged and he was confirmed as employee. Case of management is that workman had committed act of forgery/ fraud and to avoid action by police, he had voluntarily submitted resignation as such working of workman in the Bank is not disputed. However witness was cross-examined on different lines. His evidence is not shattered rather it corroborates evidence of workman who was working in the Bank.

8. Management filed affidavit of evidence of Shri Pradeep Garod. He denied appointment of Ist party as messenger. That Ist party workman was engaged on daily wages. He was confirmed . the transfer of workman from Kichol Branch to Head office Morena on 29-4-89 is denied. Management's witness has stated in para-4 that workman while working as part time messenger at Kichol Branch manipulated ledger sheets of Saving Bank Accounts of customers. In Account No. 144 Omkar Singh amount Rs. 40/- was converted to Rs. 640/-. Fraudulently amount Rs. 450/- was withdrawn from said account in connivance with Account Holder. That Account No. 153, amount Rs. 5/- was converted to Rs. 605/- and amount of Rs. 600/- was withdrawn from said account. Workman had submitted resignation to avoid police action. In his cross-examination, management's witness says Ist party workman was working as part time employee. DE was conducted against workman. The documents of Enquiry Proceedings are not produced. He was unable to tell whether statement of Ajmer Singh and Omkar Singh were recorded. He states that their statements are not produced on record. Management's witness in his further cross-examination says he was not working during 1986-88 at Kichol branch. He was working in Kichol branch from 1-5-89 as Branch Manager. Next day he says in contents of para-2 of affidavit, he was working in 1988 as Branch Manager is correct. Thus evidence of management's witness is not cogent about his working. Evidence of management's witness that applicant was fraud, he voluntarily submitted resignation cannot be relied. As the original resignation letter is not produced by management. Management has adduced no evidence. Evidence of any witness about workman voluntarily submitted resignation. Zerox copy of alleged letter of resignation is produced by IIInd party at Page 16/ 5 but no care is taken to prove said document of resignation. From evidence of management's witness resignation letter is not proved. Management's witness doesnot claim that he was present at the time of alleged letter of resignation submitted by workman. Initially management's witness claims he was not working in 1988 but whether he was working as Branch Manager in 1989. The resignation by workman is not proved. There is no evidence by management how services of workman were terminated. The management has not produced any documents about enquiry conducted against workman in

respect of forgery and withdrawal of amount form Account No. 144 & 153 of Omkar Singh and Ajmer Singh. There is absolutely no evidence that the services of workman were terminated from 1-5-89. Therefore the termination of services of workman is illegal. For above reasons, I record my finding in Point No. in Negative.

9. Point No.2- in view of my finding in Point No.1 that termination of services of workman is illegal, question arises to what relief the workman is entitled. The evidence of workman in Para-5 stated that after termination of his services, he was unemployed. The evidence of management's witness is silent that workman is in gainful employment. The evidence of workman is also silent how he survive after termination of his service in 1-5-89. The workman must be doing some work for his survival. Keeping above aspects in view, reinstatement of workman with 25 % back wages would be appropriate and meet the ends of justice. accordingly I record finding in Point No.2.

10. In the result, award is passed as under:-

- (1) The action of the management of Chambal Kshetriya Gramin Bank in terminating the services of Shri Ram Babu Yadav w.e.f. 1-5-89 is illegal.
- (2) IIInd party management is directed to reinstate workman with continuity of service with 25 % back wages.

R. B. PATLE, Presiding Officer

नई दिल्ली, 9 मई, 2014

का.आ. 1486.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 55/98) को प्रकाशित करती है जो केन्द्रीय सरकार को 29/04/2014 को प्राप्त हुआ था।

[सं. एल-41011/6/97-आईआर (बी-I)]

सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 9th May, 2014

S.O. 1486.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 55/98) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Jabalpur, as shown in the Annexure, in the industrial dispute between the management of Central Railway, and their workmen, received by the Central Government on 29/04/2014.

[No. L-41011/6/97-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/55/98

Presiding Officer: Shri R. B. PATLE

The Secretary,
Rashtriya Rail Mazdoor Congress,
Dwarkanagar, Qr. No. 64, Gali No.1,
Coach Factory Road,
Bhopal (MP)Workman/Union

Versus

Divisional Railway Manager,
Central Railway,
BhopalManagement

AWARD

Passed on this 8th day of April 2014

1. As per letter dated 11-3-98 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-41011/6/97-IR(B-I). The dispute under reference relates to:

“Whether the action of the management of Divisional Railway Manager, Central Railway Bhopal in not regularizing services of 136 MRCL employees as per list enclosed is legal and justified? If not, to what relief the workmen are entitled for?”

2. After receiving reference, notices were issued to the parties. Ist party workman failed to submit statement of claim. Workman was proceeded ex parte on 26-2-07. Management filed Written Statement. The case of IIInd party is that workman has not filed statement of claim. Workman is not interested to file statement of claim. The claim of workman be rejected.

3. Management filed affidavit of evidence of witness Satyendra Singh, S/o Shri Baburao. Management's witness has stated that any record is not available about the work of workman. Workman has not submitted his statement of claim even after lapse of 10 years. IIInd party is not liable for claim of the workman as workman has not participated in reference proceedings, the award is passed as under:-

“Action of the management not regularizing services of 136 employees is proper. Employees are not entitled to relief prayed by them.”

R. B. PATLE, Presiding Officer

नई दिल्ली, 9 मई, 2014

का.आ. 1487.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 202/99) को प्रकाशित करती है जो केन्द्रीय सरकार को 29/04/2014 को प्राप्त हुआ था।

[सं. एल-12012/657/98-आईआर (बी-I)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 9th May, 2014

S.O. 1487.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 202/99) of the Central Government Industrial Tribunal-cum-Labour Court Jabalpur, as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 29/04/2014.

[No. L-12012/657/98-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/202/99

Presiding Officer : Shri R.B.PATLE

Shri Tuka Ram Sahu,
S/o Shri Bisauha Sahu,
C/o Shri Madhoran Sahu,
Khamardih, Shankernagar,
RaipurWorkman

Versus

Branch Manager,
State Bank of India,
New Shanti Nagar Branch,
Raipur(CG)

Assistant General Manager,
State Bank of India,
Region-I, Regional Office,
Shankar Nagar,
Raipur (CG)Management

AWARD

Passed on this 1st day of April 2014

1. As per letter dated 10-5-99 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under

Section -10 of I.D.Act, 1947 as per Notification No.L-12012/657/98-IR(B-I). The dispute under reference relates to:

"Whether the action of the management of State Bank of India, New Shanti Nagar Branch and Asstt. General Manager, Region-I, Raipur in terminating the services of Shri Tuka Ram Sahu, Messenger cum Farash w.e.f. 7-2-98 and not provising him regular employment in the Bank is justified? If not, to what relief the workman is entitled?"

2. After receiving reference, notices were issued to the parties. Ist party workman filed statement of claim at page 2/1 to 2/4. The case of Ist party workman is that he was appointed by IIInd party as messenger-cum-farash against vacant post vide order dated 5-2-97, 13-3-97, 7-6-97 for different periods. His services were orally discontinued by IIInd party w.e.f. 7-2-98. That he has completed more than 240 days continuous service. He was paid wages Rs.16/- per month. He is covered as workman under Section 2(s) of I.D. Act in 1990, IIInd party hold interview for appointment of messengers in branches. Workman was called for interview as per letter dated 8-2-90. He was interviewed alongwith other candidates. He was found suitable for post of messenger. His name was at Sl.No.12 of the selection list. Workman reiterates that he has completed 240 days continuous service. That candidates Tanvir Ahmed at Sl.No.50, Kindallal Yadav at Sl.No.57, Deokumar Yadav at Sl.No.82, Sunil Kumar Yadav at Sl.No. 121 and many others were appointed against permanent post of messenger. He was not given appointment order as messenger. That even persons who had not appeared for selection were appointed as permanent messengers. The termination of his service is by way of punishment. It amounts to retrenchment. He was not served with notice, no retrenchment compensation was paid to him by IIInd party. The action of the IIInd party is arbitrary and as such illegal. On such ground, workman prays for his reinstatement with consequential benefits.

3. IIInd party initially submitted application for disposal of case in view of direction in Writ Petition No.5625/98 dated 24-8-99. Directions were given that petitioners shall give period of his service, name of branches, certificate/ proof in support of their claim , shall furnish date of birth, documents in support of the date of birth, petitioner shall furnish name of the persons worked for lesser number of days shall furnish information and documents within one month to the Dy.General Manager who has to adjudicate the claim of the petitioners within two months. Dy. General Manager to give reasons for his conclusion. The claim of petitioner found suitable. The consequential reliefs were to be granted by Bank within 3 days in pursuance of said application. Information was submitted by the IIInd party that the Ist party workman had worked for 80 days during

relevant period. The Written Statement is also filed by the management. The claim of workman is denied. IIInd party denies that workman was continuously working. That there were settlements between management and workman dated 17-11-87, 16-7-88, 27-10-88, 9-1-91, 9-6-95, 30-7-96. As per the settlement, workman was interviewed, he was placed in Waiting List. Workman could not be absorbed in Bank service as he can put only 80 days of temporary service in 14-8-91. His working days were less than the candidates appointed by the Bank. As per settlement workman was dis-engaged from service as the panel expired he couldnot be absorbed. Workman had not completed 240 days continuous service during 12 calendar months preceding his termination. The settlement dated 5-11-01 is reproduced. Workman had put only 80 days working, he was not in recruitment zone. All other contentions of workman are denied. It is submitted that candidates Tanvir Ahmed worked for 232 days, Kundalal for 310 days, Uday Ram Nishad for 286 days and Lokesh Kumar Yadav for 710 days. Considering their working days were more, they were absorbed. Dev Kumar Dewangan having worked 73 days, Sunil Kumar Yadav for 37 working days were not absorbed by IIInd party. On such contentions, IIInd party prays for rejection of claim.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

- (i) Whether the action of the management of State Bank of India, New Shanti Nagar Branch and Asstt. General Manager, Region-I, Raipur in terminating the services of Shri Tuka Ram Sahu, Messenger cum Farash w.e.f. 7-2-98 and not provising him regular employment in the Bank is justified? In Affirmative
- (ii) If not, what relief the workman is entitled to?" Workman is not entitled to relief prayed by him.

REASONS

5. Though workman is challenging termination of his service for violation of Section 25-F of I.D.Act, his services were terminated without notice, retrenchment was not paid, he had completed 240 days continuous service. He was called for interview. His name was in seniority list, he was not absorbed, his services were terminated illegally. Management had denied all its material contentions. Workman has not participated in the reference proceeding. No evidence is adduced by him. Evidence of workman is closed on 27-10-2010. Management filed affidavit of

evidence of Shri A.C.S.Rao, Chief Manager. The witness of the management has covered most of the contentions of the IInd party in his evidence. His evidence remained unchallenged as the workman failed to cross-examine the said witness. I find no reason to disbelieve evidence of management's witness Shri Rao. There is no evidence to support claim of workman. Therefore I record my finding in Point No.1 in Affirmative.

6. In the result award is passed as under-

- (1) The action of the management of State Bank of India, New Shanti Nagar Branch and Asstt. General Manager, Region-I, Raipur in terminating the services of Shri Tuka Ram Sahu, Messenger cum Farash w.e.f. 7-2-98 and not provising him regular employment in the Bank is proper.
- (2) Workman is not entitled to relief claimed by him.

R. B. PATLE, Presiding Officer

नई दिल्ली, 9 मई, 2014

का.आ. 1488.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 59/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 29/04/2014 को प्राप्त हुआ था।

[सं. एल-12012/49/2009-आईआर (बी-1)]

सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 9th May, 2014

S.O. 1488.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 59/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh, as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 29/04/2014.

[No. L-12012/49/2009-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

**BEFORE SHRI SURENDRA PRAKASH SINGH,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH.**

Case No. ID 59 of 2009.

Reference No. L-12012/49/2009-IR(B-I)dated 11.01.2010.

Sh. Surinder Pal Singh,
No.B-IX-442,
Mohala Santokhpura,
Jalandhar City.

.....Workman

Versus

The Asstt. General Manager (Operations),
State Bank of India,
Zonal Office-Punjab, Civil Lines,
Fountain Chowk, Ludhiana.Respondent

Appearances

For the Workman : Workman in person.

For the Management : Sh. S.K. Gupta.

AWARD

Passed on 21-04-2014

Government of India Ministry of Labour vide notification No.L-12012/49/2009-IR(B-I)dated 11.01.2010 has referred the following dispute to this Tribunal for adjudication:

Term of Reference:

“Whether the action of the management of State Bank of India, Chandigarh in imposing the penalty of dismissal of compulsory retirement with superannuation benefits on Shri Surinder Pal Singh is justified? If not, what relief he is entitled to?”

2. The workman in his claim statement pleaded that while working as Senior Assistant at State Bank of India at Phillaur Branch, he was served with a charge sheet which is reproduced below:-

“(I) You under drunkenness on 13.10.2005 created disorderly and indecent behaviour on Bank's premises of the Bank affecting the Bank's image and customer service;

(II) You unauthorisedly left the branch on 23.09.2005 at 2.00 p.m. and did not turn-up till closing of the business hours on that day;

(III) Smt. Kirpal Kaur Savings Bank Account Holder No.10683 and Sh.Gurvinder Singh bearing Belt No.PPA-333 complained that you misbehaved with them on 15.09.2005 and 16.09.2005 respectively in the Bank's premises while they had come to transact their business. A photo copy of each of the complaint made by them is enclosed;

(IV) You left the branch on 12.09.2005 without tallying the balances while posting lists of salaries of staff of various Departments and parked huge credits in the System Suspense Account and created obstacles in the work of the other colleagues and Bank's Books were not closed in time resulting into disrupting normal functioning of the branch.”

3. It is pleaded by the workman that the charges were without any basis. On 23.09.2005, the workman was present in the Bank and he was busy in getting the printer repaired

by the service engineer Rajan Kumar, the record of which is available in the bank. Complaints were procured by the branch manager himself. Inquiry was ordered into the charges. The inquiry conducted by the inquiry officer was in total violation of principle of natural justice. As regards charge No.1 is concerned, the same has wrongly held to be proved. Other charges were also held to be proved by the inquiry officer against the evidence recorded. The workman was not allowed to lead his evidence. He was not provided with the copy of inquiry report. The punishment imposed upon the workman is highly disproportionate. The appeal filed by the workman was also dismissed without applying the judicious mind. It is prayed by the workman that punishment imposed as such may be set aside and the management may be directed to reinstate the workman in service with full back wages.

4. The management in written statement pleaded that the workman was compulsorily retired with superannuating benefit after a fair and proper inquiry. The workman was afforded full opportunity to defend himself during inquiry. He was given full opportunity to prove his innocence. It is however pleaded by the management that if the inquiry proceedings are vitiated on any ground for violation of principle of natural justice, the management reserves its right to prove the charges of misconduct against the workman before this court by leading additional evidence. On the charges, the management submitted that the charges were proved during departmental inquiry. Finding of inquiry were submitted which are based on the documents and testimony of witnesses and their cross-examination. Charges No.1,3 and 4 stands proved, whereas charge No.2 stands not fully proved. The disciplinary authority after applying its mind imposed the penalty which is perfectly legal. Appeal of the workman was also dismissed after applying its mind. Charge No.1, 3, and 4 were fully proved, whereas charge No. 2 was not fully proved.

5. The workman also filed replication to the written statement reiterating the claim made in the claim statement.

6. It is pertinent to mention here that my predecessor while hearing the arguments on fairness of inquiry came to the conclusion that the enquiry proceedings and subsequent disciplinary proceedings were against the principles of natural justice and passed the following order dated 19.08.2010:-

"I have gone through the enquiry proceedings and it has come to my notice that on 26.06.2006 the workman was provided with all the copies of the documents filed and relied upon by the management. It is endorse in the proceedings that he is satisfied and documents seen with original file. Thus, there is no force in the contention of the workman that he was not provided with the copies of the documents. Enquiry proceedings also reflect that he was not

afforded the opportunity for adducing evidence in defence. The last enquiry proceeding was conducted on 19.08.2006. Thereafter, no proceeding was conducted, if conducted not provided to this Tribunal. The report was submitted by the enquiry officer on 20.10.2006. On the last date of the enquiry proceedings not a single sentence is mentioned about the opportunity of defence evidence afforded to the workman. The enquiry report also speaks about the defence brief but does not speak a single word about the defence evidence. There is a substance in the contention of the workman that he was not afforded the adequate opportunity for defence evidence by the enquiry officer. It is also the contention of the workman that he was not provided with the report of the enquiry. This is admitted by the management that the report of the enquiry was not provided with to the workman but it has been stated that even if the report of the enquiry was not provided with to the workman, it is the duty of the workman to prove the prejudice caused to him for non-supplying of the report.

The management has also filed a certificate regarding the receiving of some report. This report was received on 07.11.2007. The punishment to the workman was awarded on show cause notice issued to the workman on 04.01.2007 and he was asked to reply the same within seven days. Thereafter, the punishment was awarded to the workman even much before 07.11.2006.

These two contentions of the workman are proved:

- (1) He was not afforded the opportunity for defence evidence.
- (2) He was not provided with the copy of the enquiry report.

To make a balance between the operation of the principle of natural justice and the finality of adjudication, a new principle has emerged that if the workman pleads for violation of the principle of natural justice, he has to prove the prejudice caused to him for non-compliance of principles of natural justice. In my view, these are such issues in which it is presumed that prejudice was caused to the workman. No one can be deprived of his defence evidence. No one can be deprived to reply the enquiry report. Non-supplying of enquiry report is bad in law has been affirmed by the Apex Court in Ramjan's case. Thus, enquiry was bad on account of non-providing the opportunity for defence evidence and for non-supplying of enquiry report to the workman and the same cannot be relied upon for awarding the punishment to the workman. Accordingly, the enquiry proceedings and subsequent disciplinary proceedings are set-aside being void and illegal against the principle of natural justice.

It is the mandate of Industrial Disputes Act that whenever enquiry is held to be void, the Tribunal shall order for conducting the enquiry afresh. Accordingly enquiry shall be conducted by the Tribunal itself. The management of the bank shall lead the evidence first. After recording the evidence of the management workman will be provided the opportunity for adducing evidence in defence. Charge shall remain as such. The status of the workman during the enquiry proceedings conducted by this Court shall also remain as such. Parties are directed to file their respective affidavits and documents for conducting the enquiry in this Tribunal within 5 weeks positively. Put up the case on 20.10.2010 for evidence of the management.”

7. In view of the above order dated 19.08.2010 the parties were provided opportunity to lead evidence. The management in evidence in order to prove the charges filed affidavit Ex.M1 of Sh. C.R. Dhania branch manager who also proved documents Ex.M2 to M27. The management also produced MW2 Surjit Singh, S/o Mast Ram, branch manager State Bank of India, who tendered his affidavit Ex.M28 and Sh. S.P. Singh S/o Amar Singh Chief Manager, State Bank of India as MW3 who tendered his affidavit M 29 in evidence. All the above three witnesses were cross-examined by the representative of the workman. Similarly the workman in defence produced WW1 Dr. Rajesh Kumar who tendered his affidavit Ex.W4 and workman himself as WW2 who tendered his affidavit Ex.W1. Both the above two witnesses were cross-examined by the learned counsel for the management.

8. Both the parties filed written arguments along with the respective case laws. On behalf of the workman following case laws have been filed and relied upon;

1. 2010(2)RSJ 203, Munna Lal Vs. Union of India and others,
2. 2010(2)RSJ 444 L.I.C. of India Vs. Ram Pal Singh Bisen.
3. AIR 2000 S.C. page 277 Hardwari Lal Vs. State of U.P.

9. The management relied upon the following case laws:

1. 2008(3) RSJ page 15 Roop Chand Verma Vs. Presiding Officer.
2. 2005(2) RSJ page 542 Mahindra and Mahindra Ltd. Vs. N.B. Naravade.
3. 2005 LLR 116 Haldyan Glass Ltd. Vs. Maharashtra General Kamgar Union.
4. 1997(3) RSJ page 369 P.D.D.C. Ltd. Vs. Kala Singh
5. AIR 2000 Supreme Court 3028 State Bank of India Vs. T.K. Banerjee.

10. I have heard the parties, gone through the record and evidence and also written arguments and case laws filed by both the parties.

11. Before this Tribunal, to prove the charges, the management examined four witnesses. MW1 Shri C.R. Dhania in his affidavit filed before this Tribunal stated that the workman (Surinder Pal Singh) was compulsorily retired with superannuating benefits (Pension or Provident fund and gratuity as would be due otherwise (under the Rules and Regulations prevailing at the relevant time) and without disqualification. MW1 reproduced the charges level against the workman in his affidavit and stated that workman replied to the charge sheet and the same was found to be unsatisfactory and unacceptable. MW2 Sh. Surjit Singh in his affidavit alleged that he (Surjit Singh) used to receive complaints frequently from the customers about Sh. Surinder Pal Singh Senior Assistant (workman) who used to say to the customers that the pass book printer is out of order and usually advised to the customers to come after a week time, whether the printer is working in order or not. MW2 Surjit Singh in his affidavit further stated that on 13.10.2005 Sh. Surinder Pal Singh (Workman) was drinking since morning and after lunch time when workman came and sat on his counter MW2 Surjit Singh observed that the workman could not stand properly while working on the counter. It was also noticed by MW2 that Rs. 500/- notes were found on the floor and workman is not in a position to lift the notes and to keep the same on the counter. MW2 Surjit Singh with the help of Virender Kumar Assistant tallied the cash and asked him i.e. Virender Kumar to transit the business of the customers standing on the counter. Sh. Virender Kumar performed the job of Surinder Pal Singh (workman) in the presence of MW2 upto 4P.M., tallied the cash and closed the counter. The police had already arrived in the branch and took the workman in their jeep. Sh . S.P.Singh, Chief Manager also went alongwith the police authorities for medical examination. It is further stated in the affidavit by MW2 Surjit Singh that he had written a letter dated 14.10.2005 and he confirm the contents of the letter.

12. Sh. S.P. Singh Chief Manager MW3 in his affidavit alleged that Surinder Pal Singh Senior Assistant was in the habit of drinking. On 13.10.2005 he drank to great extent and was misbehaving with the customers while sitting on the counter. Customers came to the cabin of MW3 S.P.Singh and advised that workman is heavily drunk. MW3 asked Sh. Surjit Singh to see what has happened. Sh. Surjit Singh Deputy Manager immediately went to the counter of workman and came back to the cabin of MW3 and told that workman was heavily drunken and misbehaving with the customers. MW3 himself rushed to the cabin of workman and asked the workman whether he has taken alcohol. The workman replied “Aahoo peeti hai toon jo karrna kar lai”. MW3 S.P.Singh rang up to the police station and requested them to send some police persons to get the workman medically examined who was heavily drunk and creating chaos in the banking hall and

misbehaving with the customers. It is further stated in the affidavit by MW3 that within 10 to 15 minutes, two persons from police came to the bank and took the workman in their vehicle. MW3 also accompanied them to the police station in their vehicle and then all went to the civil hospital Phillaur where the doctor on duty was busy and all had to wait for about 30 to 45 minutes and the workman was ultimately examined at 4.30 p.m. Report was delivered to MW3 and about 5P.M. the workman and MW3 dropped by the police in front of the branch and workman did not enter the branch. MW3 further stated in his affidavit that behaviour of workman was never good, the pass books were never handed over to the customers politely but thrown away on their faces and he used to receive 2 to 3 complaints from the customers and MW3 personally used to pacify the customers. Despite MW3 counselled the workman many times but workman did not mend his behaviour rather started creating more trouble day by day. The workman also tempered with the branch attendance register at page no.91 for the month of September 2005 for which he was given memo on 20.10.2005 but the workman did not reply the same. All the management's witnesses were cross examined by the counsel for the workman before this Tribunal.

13. It is also revealed on the record that Medical Officer Civil Hospital, Phillaur examined the workman on 13.10.2005 the report of which has been placed on record as Ex.W14 and observed that patient is conscious, co-operative. His pulse 102 per minute, BP 130/90 Pupils-Dilated and reacting, smell of alcohol present, over talkative, finger move test- negative and overall inference – the patient has consumed alcohol, but is not under its effect at present.

14. In rebuttal workman examined WW1 Dr.Rajesh Kumar. In his affidavit Dr. Rajesh Kumar stated that Surinder Pal Singh S/o Raj Singh workman visited his clinic on 12.10.2005 in the evening and was suffering from Lower Respiratory Track infection and after examination. Dr. Rajesh Kumar prescribed medicine syrup KANKASAV 20 ml and TAALISHADI CHURAN. KANKASAV syrup contain alcoholic contents and upon consumption of the same, it smells like liquor. He also stated that certificate dated 30.11.2006 was issued by him (Dr. Rajesh Kumar) on the basis of entries contained in OPD register maintained by him in the normal course. Dr. Rajesh Kumar was cross examined by the learned counsel for the management on 21.2.2011. In cross examination WW1 stated that he has given the certificate dated 30.11.2006 after one year of treatment and prepared the certificate on the basis of OPD register dated 12.10.2005 (the witness was directed to produce the OPD register and cross was deferred for 21.3.2011). On 21.3.2011 in cross examination he stated that workman approached him without prescription for medical certificate before 2/3 days of issue

the medical certificate but he refused as he was ignorance of the treatment and issued the medical certificate after searching the record and he has having no record regarding the medical certificate dated 30.11.2006. The witness further stated that he does not remembered whether he had issued any certificate to any other person because he has no record. A question was put as under to the witness:-

“Question:- Prima Facie it seems that new sheets are stitched in old cover to prepare the register recently. (The face of the witness before answering was trembling). The witness replied that the register was prepared and maintained in the year 2005. (It is the demonnier of the witness recorded during cross examination of the witness.

15. In evidence the workman also filed his affidavit stating that he consumed the medicine prescribed by Dr. Rajesh Kumar, BAMS on 12.10.2005 and upon consumption of the syrup it smell like liquor. The workman further stated that he consumed the medicine after completing his duty while he was leaving his office after 5 P.M. The Chief Manager enquired from him and workman replied that he consumed the medicine but Chief Manager S.P. Singh took him to Civil Hospital Phillaur where he was examined. No blood or urine sample were taken nor any other test/examination was conducted and he was asked to sign a slip, which was signed by the workman.

16. The workman in his affidavit further stated that on 23.09.2005, he remained present in the branch and not left the office. The printer provided to him was out of order and he was busy with the service engineer to get the printer repaired from 3.30P.M. to 4.30P.M.

17. The workman further stated in the affidavit that he had not misbehaved with any body on 15.9.2005 and 16.9.2005 and Gurvinder Singh never visited him. Smt. Kirpal Kaur visited him for opening account and she was advised to meet the branch incharge and after sanction her account was opened.

18. The workman also stated in his affidavit that on 12.9.2005 he left the branch after completing the office business after duty hours and there was no disruption in the normal working of the bank in any manner. When cross examined by the learned counsel by the management stated that it is not in his knowledge that customers had made complaints against him. He stated that he received three letter dated 19.9.2005, 23.9.2005 and 20.10.2005 from the bank. He denied that he reported for duty on 13.10.2005 under the influence of liquor and misbehaved with the customers and any complaint has been made to the branch manager about his drunken state and misbehaviour. He also denied that he was taken to Civil Hospital by the police and he was medically examined. He also denied the other suggestion of the counsel for the management.

19. On perusal of all the record it reveals that workman on 13.10.2005 was got medically examined from the doctors of Govt. Civil Hospital Phillaur who issued certificate confirming the consumption of alcohol by the workman. The contention of the workman is that he consumed medicine as prescribed by Dr. Rajesh Kumar on 13.10.2005 clearly appears, after thought to cover his consumption of alcohol on 13.10.2005. The learned counsel for the management drawn by attention to the reply filed by the workman on 25.11.2005. In this reply to the charge sheet, workman nowhere stated about the consumption of medicine allegedly prescribed by Dr. Rajesh Kumar. The learned counsel for the management also pointed out the date of issuance of the medical certificate which is dated 30.11.2006 by Dr. Rajesh Kumar and prescription slip, submitted during arguments that medical certificate was issued by Dr. Rajesh Kumar on 30.11.2006 after a lapse of more than one year and Dr. Rajesh Kumar admitted that he has no record about the issuance of medical certificate and in cross examination he has also admitted that he does not remember whether he has issued any such certificate to any other person. It is also submitted by the learned counsel for the management that the medical certificate issued by Dr. Rajesh Kumar after a lapse of more than one year has no evidentiary value and it appears to be fabricated and clearly after thought to cover up the consumption of liquor on duty and medical examination conducted on the workman by the doctor of Govt. Hospital Phillaur who issued certificate on the same date i.e. 13.10.2005. It is also on the record that Sh. Surjit Singh, Deputy Manager and S.P. Singh, Chief Manager were the spot witnesses to the behaviour and working of the workman. Bank Officer called the police and taken the workman to the hospital for medical examination. The medical conducted by the government doctor clearly pointed out the consumption of liquor by the workman on duty. In the circumstances the certificate issued on 30.11.2006 after more than one year by Dr. Rajesh Kumar can not be believed and it is held that the charge no.1 that workman under drunkenness on 13.10.2005 created disorderly and indecent behavior which affected the bank image and customer service and this charge stand proved.

20. As regard charge no.2 is concerned the management failed to establish that the workman left the branch on 23.9.2005 at 2 P.M. From the record it is established that the workman was busy to get the printer repaired between 3.30.P.M. to 4.30.P.M. and he was very much present in the bank at least up to 4.30 P.M. when the service engineer was repairing the printer. Therefore, the charge no.2 held not proved.

21. As regard charge no. 3 is concerned there were complaints against the workman by Kirpal Kaur and Gurvinder Singh about misbehaving with them on 15.9.2005 and 16.9.2005. It is revealed from the record that Gurvinder Singh and Kirpal Kaur visited the branch and

complaint against the workman about his misbehaviour with the above customers. The contention of the workman that nothing has happened on the dates 15.9.2005 and 16.9.2005 as there were complaints against the workman not only from Kirpal Kaur and Gurvinder Singh but also other customers Kehar Singh and Ashwani Kumar also made complaints against the workman about the misbehaviour by the workman with the above customers. Therefore, charge no. 3 is also stand proved against the workman.

22. As regard charge no. 4 is concerned the workman left the office without tallying the balances and bank books were not closed in time, it is revealed from the memo served on the workman on 13.9.2005 by the Chief Manager, State Bank of India Phillaur that workman left the office on 12.9.2005 without tallying the balances which resulted in disruption of normal functioning of the branch. The workman never replied to this memo served to him, virtually admitting the charge. Therefore, charge no. 4 also stands proved against the workman.

23. I have gone through the case laws submitted on behalf of the workman. The facts and circumstances of the case being different to the facts and circumstances of the case laws cited are not applicable to the case in hand.

24. In view of the discussion made in earlier paras the charge no.1,3 and 4 stand proved against the workman and the management failed to prove the charge no.2.

25. As regard the penalty of dismissal of compulsory retirement with superannuation benefits imposed upon the workman is concerned, the workman created scene in the office and consumed liquor on duty and police was called which stand proved from the medical examination conducted by the doctors of Government Hospital, and other two charges which relates to misbehavior with the customers and leaving the office early which are serious in nature and he was given the punishment of compulsory retirement with superannuation benefits which needs no intervention in any way by this Tribunal as any misbehaviors and indiscipline in the public office like bank can not be treated in a casual way which tarnish the image of the bank. Therefore, the workman is not entitled to any relief whatsoever. The action of the management of State Bank of India in imposing the penalty of dismissal of compulsory retirement with superannuation benefits on workman Surinder Pal Singh is fully justified.

26. The reference is answered accordingly. Central Govt. be informed. Soft as well as hard copy be sent to the Central Govt. for publication.

Chandigarh

21.04.2014

S. P. SINGH, Presiding Officer

नई दिल्ली, 9 मई, 2014

का.आ. 1489.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण, श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 49/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 30/04/2014 को प्राप्त हुआ था।

[सं. एल-12012/150/2006-आईआर (बी-I)]

सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 9th May, 2014

S.O. 1489.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/2007) of the Central Government Industrial Tribunal-cum-Labour Court Bangalore as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 30/04/2014.

[No. L-12012/150/2006-IR (B-I)]

SUMTAI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

DATED : 25th APRIL, 2014

Present : Shri S. N. NAVALGUND, Presiding Officer
C. R. No. 49/2007

I Party

Sh. D. Gopalakrishna Shetty,
S/o Raghypathy Setty,
Sirigere, Bellary District,
BELLARY.

II Party

The Zonal Manager,
State Bank of India,
Zonal Office, Personnel Section,
Region IV, St. Marks' Road,
BANGALORE – 560 001.

Appearances :

I Party : Shri V. S. Naik, Advocate
II Party : Shri A. G Shivananda, Advocate

AWARD

1. The Central Government vide order No. L-12012/150/2006-IR(B-I) dated 01.03.2007 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) made this reference for adjudication with the following schedule:

SCHEDULE

“Whether the action of the management of State Bank of India in declining employment to Shri D. Gopalakrishna Shetty, Ex-Temporary Messenger, State Bank of India, ADB Doddaballapur Branch with effect from 20.06.2001 is legal and justified? If not, to what relief the workman is entitled and from which date?”

2. On receipt of the reference while registering it in C R 49/2007 when notices were issued to both the sides they entered their appearance through their respective advocates and claim statement of the I Party came to be filed on 27.07.2007 and the counter statement of the II Party on 08.02.2008.

3. The I party in his claim statement alleges that he was appointed as Messenger w.e.f. 05.06.1985 by the II party and was posted to work at its Sirigere Branch in the Bellary District where he worked till 1997 and during that period for about 15 days during January, 1996 he worked at Bellary Main Branch as per the instructions of his official superiors and after sometime he was called back to work at Doddaballapur Branch during 2000-2001. It is further alleged that the II party which introduced a scheme for absorption of temporary messengers during the year 1995 called him for interview through letter dated 24.02.1995 to appear for interview on 08.04.1995 and accordingly he had appeared for interview but he did not hear anything further from the II Party but continued to work as a temporary messenger. He has further alleged during 1996 he worked for a period of 289 days at Sirigere and Bellary branches of the II party and was requesting to regularise his services by absorbing him to the regular cadre of messenger and that he has worked to an extent of 1579 days during the year 1985 to 2001 and that he was informed by the Regional Secretary of the Bank that his name has been included in the selection list and is wait listed and in that connection he had also approached the State Bank Staff Union which also requested the Bank to consider his request to for absorption in accordance with the scheme prevailing in the Bank but also his name was not considered. It is further alleged that he was refused work w.e.f. 19.06.2001 and after waiting for all these days being advised to raise an Industrial Dispute as regards termination of his service and also seeking absorption into regular cadre he approached the Regional Labour Commissioner (C), Bangalore and as the conciliation initiated by him ended in failure due to adamant attitude of the II party it resulted in this reference. With these allegations he has prayed to direct the II party bank to reinstate him as a Messenger on permanent basis and to extend him all the consequential benefits including backwages. INTERALIA, the II party in its Counter Statement contended that I Party had worked as Temporary Messenger against leave vacancy in few of its branches like Sirigere Branch in Bellary District, Bellary Main Branch and at Doddaballapur and he has never

worked continuously for 240 days in any block of 12 calendar months in any branch and that he is put to strict proof having worked more than 1579 days during the year 1985 to 2001. It is further contended that it was engaging temporary employees to work on daily wages prior to 1987 and as there was a long standing demand from the All India Bank Employees Federation to consider them for permanent absorption in permanent vacancies, after deliberations a Bipartite Settlement was entered into on 17.11.1987 under which all the eligible temporary employees were to be given a chance for being considered for permanent absorption subject to the terms and conditions therein subject to terms and conditions modified by subsequent settlements. In accordance with that settlement the temporary employees and daily wagers who were found suitable for permanent appointment were to be empanelled separately in ABC category as under :

Category A : Those who have completed 270 days temporary service in any continuous block of 12 calendar month during the period from 01.07.1975 to 31.07.1988.

Category B : Those who have complete 270 days temporary service in any continuous block of 36 calendar months during the period from 01.07.1975 to 31.07.1988.

Category C : Those who have completed a minimum of 30 days of aggregate temporary service in any calendar year after 01.07.1975 or a minimum of 70 days aggregate temporary service in any continuous block of 36 months during the period from 01.07.1975 to 31.07.1988.

It is further alleged that the I party who had rendered during the period from 01.07.1987 to 31.07.1988 for a period of 64 days was placed in Category C and that it absorbed the persons in the said lists based on seniority and the vacancies that arose up to December, 1994 and it came to be lapsed from December, 1997 and the employee who had put in 90 days of service was the last employee to be absorbed from the C Category before the panel lapsed. Thus several persons who had put in more number of temporary services and were ranked higher than the I party could be accommodated as such his claim for absorption on permanent employment is unsustainable and reference is liable to be rejected.

4. With the above pleadings when the II party was called upon to adduce evidence its learned advocate while filing the affidavit of Dr. P. M. Amruthnath, Deputy Manager, HR Section, Zonal Office, St. Mark's Road, Bangalore swearing to the facts of the counter statement examining him on oath as MW 1 got exhibited Xerox copies of the temporary service put in by the I Party; Xerox copy of the certificate issued by the Chief Manager dated 14.01.2006 for temporary service and the statement issued by the Branch Manager, Sirigeri dated 02.12.2006 regarding number of days worked by the I party and the Xerox copy of the Bi-partite Settlement dated 22.04.1998 as Ex M-1 to Ex M-5 respectively. INTERALIA, the learned advocate

appearing for the I party who had got exhibited two certificates issued by the Branch Manager, Sirigeri and certificate issued by the Doddaballapur Branch as Ex W-1 to Ex W-3 in the cross-examination of MW 1 while filing the affidavit of I Party swearing to the contents of the claim statement examining him on oath as WW 1 got exhibited the letter given to him by the Sirigeri Branch Manager dated 23.06.2003 as Ex W-4.

5. With the above pleadings and evidence brought on record the learned advocate appearing for the II Party while drawing my attention to the Bipartite Settlement the copy of which is produced at Ex. M-5 the temporary/daily wager who had worked for a period of 30 days in any calendar year were to be considered for appointment on Seniority and as the I Party during one year period had worked for maximum 64 days did not reach since last person reached in that category is one who worked for 90 days, therefore, his claim for absorption or for appointment on permanent basis is baseless and he is not entitle for such relief. INTERALIA, the learned advocate appearing for the I party as per Section 25B of the ID Act a cessation of work not due to fault of workman cannot be treated as break to complete 240 days and as admitted by MW 1 the break of service of I party in between is not due to his fault, therefore, he is entitle to put on the work as he was as he is not entitle for regularisation of service.

6. Since the I Party/WW 1 clearly admits in C Category list last person to whom the placement was given from the wait list had worked for 90 days and in that category he had worked only for 64 days the contention of the II Party that by the time the period fixed in the Bipartite Settlement came to an end his number in the wait list did not reach being not in dispute his claim for absorption or appointment on permanent basis on the scheme introduced by the II party for temporary workmen is substantiated and as fairly his counsel also submitted that he is not entitle for regularisation of his service the only question that remains for consideration is whether the II party terminated his services w.e.f. 19.06.2001 though he had worked continuously for 240 days in a block period of 12 months. The I Party in his claim statement alleges that he worked in Doddaballapur Branch up to 19.06.2001 and thereafter he was not assigned any work and thereby he was refused work from that date arbitrarily but he failed to produce any evidence having worked continuously for 240 days in any 12 months period or from 19.12.2001 being refused work by the II Party. If at all on 19.06.2001 the bank had refused him work he would not have kept quite over a period of six years i.e. till he raised the dispute before the Regional Labour Commissioner (C), Bangalore in the year 2006. In other words six years delay in raising the dispute from the date of alleged date of refusal of work probabilizes that the II party did not refuse him work in the leave vacancy from the alleged date i.e. 19.12.2001 and he himself must

have not gone to work since then and has given a imaginary date of refusal of work by the II Party. Under the circumstances, the reference is liable to be rejected. Accordingly, I pass the following.

ORDER

The Reference is Rejected holding that the action of the management of SBI in declining employment to Sh. Gopalakrishna Shetty, Ex-Temporary Messenger, State Bank of India, ADB Doddaballapur Branch is legal and justified and that he is not entitle for any relief.

(Dictated to U D C, transcribed by him, corrected and signed by me on 25th April, 2014)

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 12 मई, 2014

का.आ. 1490.——औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्पाईस जैट लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, दिल्ली के पंचाट (संदर्भ संख्या 34/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 12/05/2014 को प्राप्त हुआ था।

[सं. एल-11012/20/2010-आईआर (सीएम-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 12th May, 2014

S.O. 1490.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 34/2011) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No 2, Delhi as shown in the Annexure, in the industrial dispute between the management of M/s. Spice Jet Ltd., and their workmen, received by the Central Government on 12/05/2014.

[No. L-11012/20/2010-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, KARKARDOOMA, COURT COMPLEX, DELHI

Present : Shri HARBANS KUMAR SAXENA,
Presiding Officer

ID No. 34/2011

Sh. Vikram Arora

Versus

Spice Jet Limited

No. DISPUTE AWARD

The Central Government in the Ministry of Labour *vide* notification No. L-11012/20/2010-IR(CM-I) dated 05.04.2011 referred the following industrial Dispute to this tribunal for adjudication :-

“Whether the action of the management of M/s Spice Jet Ltd., in terminating the services of the workman Sh. Vikram Arora w.e.f 22.10.2008 is legal and justified? To what relief the workman concerned is entitled?

On 02.05.2011 reference was received in this tribunal. Which was register as I.D No. 34/2011 and claimant was called upon to file claim statement with in fifteen days from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

After service of notice workman/claimant Sh. Vikram Arora not filed claim statement but management in response to reference filed response wherein it mentioned as follows:-

1. That at the very outset it is humbly submitted that the complaint filed by the complainant is false, frivolous, vexatious and fraud and therefore is not maintainable as no industrial dispute exists with the complaint.
2. That the workman has not approached the Hon'ble Conciliation Officer and this Hon'ble Court with clean hands and has concealed and suppressed material and true facts. It is submitted that the complaint has resigned from the management w.e.f 22.10.2008 and all the dues of the complaint has been paid by the management satisfactorily along with the payment of Provident Fund.
3. That this Hon'ble Court does not have the proper jurisdiction to adjudicate and decide the matter as the complaint does not fall under the definition of “workman” under Section 2(s) of Industrial Disputes Act, 1947.

BRIEF SUBMISSIONS :-

1. That the complaint was appointed as the “Transport Coordinator” in the services of the Management *vide* letter of appointment No. HR/SJ/07/191 dated 02.07.2007, which inter-alia includes detailed terms and conditions of the appointment, which were duly accepted by the complainant at the time of joining the Management. It is submitted that, clause-9 of the appointment letter provides for termination of services/ cessation of employment, contents of the same are reproduced herein below for the convenience of this Hon'ble Tribunal:-

“Termination of Services:

- a. If at any time during your employment you are found guilty of any act of misconduct or wilful breach of negligence or dereliction of duty, disobedience of

lawful and reasonable orders and instructions given to you from time to time or conduct on or off duty which is prejudicial to the interest, good name or reputation of the Company, the management may dismiss you from service or give any lesser punishment as permissible under law. In addition , you shall be liable for all losses and damages to the company.

- b. Your services can be terminated on either side without assigning any reason after giving three months notice in writing or basic salary in lieu thereof. No such notice will apply in case of termination arising out of negligence or misconduct.
- c. Upon the Company putting an end to this appointment with or without notice, for any breach of rules and regulations or non-observance or any default on your part, you will not be entitled to any damage or compensation.

A Copy of the letter of appointment of the complaint dated 02.07.2007 is annexed herewith as Annexure-A.

2. That on or round 20.10.2008, the Management received a complaint from one of its crew members against the Complainant in respect of charging/collection of money from them on account of conveyance charges without any prior permission from or intimation to the management . It is submitted that the Management hires transport services of the vendor and all consideration is paid by the Management to the vendor directly and no person is authorized to collect money on account of conveyance charges from the crew members/staff.

3. That on basis of the said complaint , the management investigated the matter and it was found that the Complaint was directly involved in collection of differential conveyance charges without any permission or direction from the management . Further, the transport vendor also confirmed that the he was not aware of nor had he received any such money from the Complainant. It was also found out that the Complainant had warned the crew member to not report any such collections to the Management, failing which they won't be provided with transport services. A copy of the said complaint received from the crew (employee) is annexed herewith as Annexure-B.

4. That on 21.10.2008, the Complainant was called to the corporate office of the Management Company for an inquiry into his illegal collection of money from the employees. During the course of inquiry, the Complainant admitted that he was extending such services to the employees of the Management at a reasonable price as he further admitted his misconduct with regard to charging/ collecting money on account of conveyance charges and not informing the management with respect to the same and nor obtaining prior permission from the Management. A copy of the said enquiry report conducted in this regard is annexed herewith as Annexure-C.

5. That the complainant indulged in the practice which was prejudicial to the interest and reputation of the Management Company and was against the policy of the Management being misconduct. Accordingly, as per clause -9 of terms of employment, termination order was issued by the company to the complainant on account of his misconduct, which was duly acknowledged by the Complainant. A copy of the said termination order dated 21.10.2008 is annexed herewith as Annexure -D.

6. That after the receipt of the said termination order, the complainant pleaded the top management to accept his resignation for his misconduct as the said termination order would create intricacies in obtaining another career opportunities. Based on the request of the Complainant, the top management revoked the termination order and accepted his resignation. A copy of Inter Office memo dated 22.10.2008 in respect of revocation of termination order is annexed herewith as Annexure -E. A copy of Resignation Letter is annexed herewith as Annexure-F.

7. That all the dues of the complainant have been paid by the company satisfactorily. He has also applied for withdrawal of his provident fund, which has been processed by the company on 14.1.2009. A copy of Employee Clearance Form duly signed is annexed herewith as Annexure-G.

8. As an afterthought, complainant filed a complaint against the HR department of the Management Company with an ulterior motive to harass and humiliate the management before the Hon'ble Conciliation Officer/Asst. Labour Commissioner.

GROUND:

A. That the Central Government *vide* dated 05.04.2011 erred in holding that an industrial dispute exists between the employers in relation to the management and their workman. It is submitted that acting on the said complaint regarding alleged termination of services of the complainant and in order to examine the allegation made in the complaint, the predecessor of the Hon'ble Conciliation Officer, Sh. Harkishan Santoshi, Asst. Labour Commission (c) visited the office of the management company on 26.11.2008 to check and verify facts of the complaint. He completed his enquiry with certain findings, which are reproduced herein below:-

“(1) Mr. Vikram Arara charged from Cabin Crew Rs. 100 without approval of the company. This is illegal collection by Sh. Vikram Arora.

(2) Spice Jet issued terminated order *vide* office letter No. S/HR/2008 /EC-2654 dated 21.10.2008 but on the basis of the request of Mr. Vikram Arora, Spice Jet have sanctioned resignation of Mr. Vikram Arora due his future perspective.”

He was also of the view that there is no need for further action in this regard. Therefore he closed the complaint then and there itself. A copy of the said enquiry report issued by him is annexed herewith as Annexure -H.

B. That the matter was referred before the Conciliation Officer /The Asst. Labour Commissioner and *vide* order dated 05.04.2011 the Central Government opine that industrial dispute exist between employer in relation to the management and their workman. Therefore the Central Government referred the said dispute for adjudication to the Central Govt. Industrial Tribunal-cum-Labour Court No.2, New Delhi.

C. That till date the workman has not appeared before the Hon'ble Tribunal.

D. That this Hon'ble Tribunal does not have jurisdiction to entertain or adjudicate the present complaint under the Industrial Disputes Act, 1947 because the complainant is not a workman , in view of the nature of his duties and the gross salary drawn by him while in the service of the Management. It is most humbly submitted that the Complaint was functioning as a "Transport Coordinator", which role is admittedly supervisory in nature. It is further submitted that the last drawn gross salary of the Complainant was Rs. 19,440/- per month. Hence , as per the Industrial Disputes Act, 1947, the Complainant is not a workman and as such his complaint is not maintainable. The complaint is liable to be dismissed on this ground alone.

E. That on 01.08.2011 the matter came up for hearing for the first time and the management duly appeared before the Hon'ble Tribunal. However , no one appeared on behalf of workman and the matter was then adjourned for 12.10.2011 for filing of Statement of Claim. On 12.10.2011 management again appeared before the Hon'ble Tribunal and none appeared on behalf of workman and again the case was adjourned for 13.12.2011 for filing of Statement of Claim. Similarly on 13.12.2011, 13.2.2012 and 03.05.2012 the matter was adjourned because of non appearance of the workman. It is submitted that till date the workman has neither appeared before this Hon'ble Tribunal nor has submitted his Statement of Claim. Thus , the matter should be dismissed on the said ground alone.

PRAYER:

In view of above mentioned facts and circumstances, it is most respectfully submitted that, this Hon'ble Court may be pleased to:

- (a) Dismiss the matter with exemplary cost as false and frivolous dispute in favour of management and against the workman.
- (b) Pass strict stricture against the workman for his conduct and misusing the state machinery; and
- (c) Pass any other order as it may deem fit in the interest of Justice and equity.

On the basis of non-interestedness of workman in further progress of the case . The proceeding of this case is not liable to be proceeded further. Hence proceeding of the case is liable to be dropped and no dispute award is liable to be passed. Reference is decided accordingly.

No Dispute Award is accordingly passed.

Dated : 02/04/2014

HARBANSHP KUMAR SAXENA, Presiding Officer

नई दिल्ली, 12 मई, 2014

का.आ. 1491.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 24/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/83/2010-आईआर (सीएम-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 12th May, 2014

S.O. 1491.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 24/2011) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, which was received by the Central Government on 12/05/2014.

[No. L-20012/83/2010-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of reference U/S 10(1) (d) (2A) of
I.D. Act, 1947

Reference No. 24 of 2011

Employer in relation to the management of
P.B. Area of M/S BCCL.

AND

Their workman

Present : Sri R. K. SARAN, Presiding Officer

Appearances:

For the Employers : Sri D.K. Verma, Advocate.

For the Workman : Sri K.N. Singh, Rep.

State : Jharkhand Industry : Coal

Dated 20/3/2014.

AWARD

By Order No.-L-20012/83/2010 IR-(CM-I), dated 07/04/2011 the Central Govt. in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub -section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act,1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Gopalichuk Colliery of M/s. BCCL in dismissing Shri Rajendra Bhuria, MCL from the service of the company vide order dated 16/17.07.2007 is fair and justified? To what relief the concerned workman entitled to ?”

2. The case is received from the Ministry of Labour on 02.05.2011. After receipt of reference , both parties are noticed. The Sponsoring Union files their written statement on 20.06.2011. And the management files their written statement-cum-rejoinder on 26.06.2013. The point involved in the reference is that the workman has been dismissed from his services.

3. During preliminary hearing it is revealed that the case is dismissal of workman for long absence on duty. But he has already out of service for 7 years. It is felt to give another chance to the workman to serve.

4. Considering the facts and circumstances of this case, I hold that he be taken into job as a fresh employee. But the workman be kept under probation for a period two years and his performance report be given to the under signed. Therefore the question of back wages does not arise at all.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 12 मई, 2014

का.आ. 1492.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 79/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/289/1994-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 12th May, 2014

S.O. 1492.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 79/1995) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, which was received by the Central Government on 12/05/2014.

[No. L-12012/289/1994-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD.**

IN THE MATTER OF A REFERENCE U/S 10 (1) (D) (2A)
OF I.D.ACT, 1947.

Ref. No. 79 of 1995

Employers in relation to the management of
Khas Kusunda Colliery M/s. BCCL

AND

Their workmen

Present : SRI RANJAN KUMAR SARAN,
Presiding Officer

Appearances :

For the Employers : Sri U.N. Lall, Advocate

For the Workman : Sri R.K. Mukherjee, Advocate

State : Jharkhand Industry : Coal

Dated. 31/3/2014

AWARD

By Order No.L-20012/289/1994-IR (C-1), dated 14/07/1995, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of M/s. BCCL, Kusunda Area No.VI in relation to Khas Kusunda Colliery in dismissing from service the workman, Shri Krishna Das Coal Cutter w.e.f. 7.6.89 is justified ? If not, what relief workman concerned is entitled to ?”

2. The case is received from the Ministry of Labour on 18.07.1995. After receipt of the reference both parties are noticed. The workman files their written statement on 26.07.1995. Thereafter the management files their written statement-cum-rejoinder on 22.04.1996.

3. The short point involved in the case is that the workman was dismissed, for remaining long absence on work place on 07.06.1989. During the hearing of the case it is held that, the departmental enquiry held fair and proper and the said decision of the court, remained unchallenged.

4. In the meantime the workman has died and his legal representative are substituted. Since the workman already died, and there is no documentary prove that the workman was suffering from leprosy from 1983 to 1989, It can not be said that his absence had any reasonable ground.

5. Considering the fact and circumstance of this case, I hold that the action of the management of M/s. BCCL, Kusunda Area No. VI of Khas Kusunda Colliery in dismissing from service of Shri Krishna Das coal cutter w.e.f. 07.06.1989 is justified. Now his dismissal was justified. Hence he is not entitled to get any reliefs.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 12 मई, 2014

का.आ. 1493.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 59/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 12/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/46/2003-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 12th May, 2014

S.O. 1493.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 59/2003) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, which was received by the Central Government on 12/05/2014.

[No. L-20012/46/2003-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

Present : SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 59 OF 2003

PARTIES: The Vice President,
Rastriya Colliery Mazdoor Sangh,
Rajender Path, Dhanbad.

Vs

General Manager,
Kusunda Area No. VI of
M/s. BCCL, Kusunda, Dhanbad

APPEARANCES :

On behalf of the Workman/Union: Mr . C. Prasad,
Ld. Advocate

On behalf of the Management : Mr. U.N. Lal,
Ld. Advocate

State : Jharkhand Industry : Coal

Dhanbad, the 4th March, 2014

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/46/2003-IR(C-I) dt. 08.07.2003.

SCHEDULE

“Whether the action of the Management of Godhur Colliery under Kusunda Area No.VI, M/s. BCCL in not getting medical examination of Sri Ram Swarup Bhar, Khoota Mistry done from Apex Medical Board for being declared medically unfit before his retirement on 1.8.2002 is justified? If not, to what relief is the workman entitled?”

On receipt of the Order No. L-20012/46/2003-IR(C-I) dt. 08.07.2003 of the above mentioned reference from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, the Reference Case No. 59 of 2003 was registered on 29th July, 2003 and accordingly an order to that effect was passed to issue notices through the Registered Posts to the parties concerned, directing them to appear in the Court on the date fixed, and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Posts were sent to the parties concerned.

Both the parties made their appearances and filed their pleadings and photocopies of their documents .The workman and the O.P./Management through both their Lawyers appeared in, and contested the case.

2. The case of sponsoring Rastriya Colliery Mazdoor Sangh for workman Ram Swarup Bhar, Khoota Mistry, is that, he was a permanent workman of Godhur Colliery under Kusunda Area of M/s. BCCL. He had an acute paralytic attack, rendering him too immovable on 10.01.2001. He was referred to the Medical Board as per the Management's letters No. 5272 dt. 27.11.2001 and BCCL/CHS/MB/2002/176

dt.15.1.2002, but it was intentionally delayed by the Management and the workman was also not called by the Medical Board, and not sending him to the Medical Board was illegal, as he is a person of the Scheduled Castes had been suffering for more than one and half year. At last, the Industrial Dispute was raised on 15.1.2002 though during the conciliation, the Management had accepted the real facts .The A.L.C. (C), Dhanbad had taken the complete file. The failure of the conciliation resulted in the reference for adjudication. He was prematurely superannuated on 21.08.2002 instead of his superannuation due on 31.8.2002.

3. The Union concerned in its rejoinder for the workman has specifically denied the allegations of the O.P/Management, alleging that the workman who had been completely paralyzed for another six months or beyond one year, was not paid further payment from the welfare found as per the NCWA.The workman ought to have been medically declared unfit in view of his complete paralytic without hope for survival. The workman expired after 21 days of his retirement. The Management was entirely responsible for intentionally not declaring the workman medically unfit on account of his inability to move, and of being at the verge of death. The action of the Management is unsatisfied.

4. Whereas with categorical denials, the pleaded case of the O.P/Management is that in fact, the workman was a permanent employee of Godhur Colliery working as Prop.Mazdoor.On his paralytic attack, he was referred to the Medical Board for his due examination. The Medical Board had justified his sickness from 10.02.2002 for his paralysis. As per clause 6.4.2. (a) of the NCWA VI, the workman was paid 50% of his basic pay,VDA and SDA due to him on that ground during the period of his absence for six months from 20.02.2001 to 18.8.2001 during his employment period. The Medical Board had also observed for Medical examination of the incumbent after 3 months under treatment at the Central Hospital, Dhanbad, for further treatment. The workman case was also referred to the Apex Medical Board along with his AMB-1 Format received duly filed in and complete in all respect as per the letter No.871 dt.16.5.2002. Meanwhile, he retired on 1.8. 2002 at his 60 years of age. He served the company up to the last date of his service. The Management had taken all steps for payment of "Khoraki" following the Medical Board's report, and had also referred his case to the Apex Medical Board for his examination. Thus the action of the management of Godhur Colliery is just, fair and proper.

The Management in its rejoinder specifically denied the allegations of the workman, and stated that the Management had provided all facilities and benefits according to the provisions of the NCWA for free treatment, 6 months Khoraki, and also referred his case to the Apex Medical Board on his application in AMB-1 Format, but meanwhile, he superannuated.

FINDING WITH REASONS

5. In the instant reference, WWI Awadesh Bhar son of Late workman Ram Swarup Bhar for the union, and MWI Sanjay Kr.Ghosh, Sr.Manager (Pers.),Godhur & Kusunda Colliery for the Management have been respectively examined.

Mr. Chandrika Pd.,Learned Advocate for the Union/ workman, as per his written argument has to submit as the evidence of WWI Awadhesh Bhar son of Late workman Ram Swarup Bhar that his father Late workman during the tenure of his service as "Khoota Mistry" at Godhur Colliery had acute paralysis, so he was hospitalized in the Central Hospital,Saraidhela, and was also paid 50% of his basic Pay,V.D.A & S.D.A for it upto six months from 20.2.2001 to 18.8.2001 under clause 6.4.2(a) NCWA VI, and the admitted evidence of MWI Sanjay Kumar Ghosh discloses that as per the Project Officer's letter dt.9/10.11.2001` (Ext.W.2) workman Ram Swarup Bhar was given the opinion of the Apex Medical Board to him for his treatment at the Central Hospital, Dhanbad,for three months, thereafter for his presence before the Apex Medical Board for re-examination, just as the Ext.W.1, the photocopy of the Medical Supdt, M.B.'s letter dt.9.10.2001 to Dy.C.M.E./ Agent of the colliery with regard to the subject : Medical Board for "Alternate job" and for his appearance on 19.10.2001 before the medical Board, all these clearly indicate that the Management was reluctant by one pretext or other to get him declared medically unfit before his retirement on 01.08.2002 so as to deprive his son (now substituted petitioner) of the benefit to him as the dependent son, as such, the action of the management has been alleged to be unjustified.

Whereas adversely contended by Mr.U.N.Lal, Learned Adv. for the O.P/Management is that the workman was Khoota (Prop) Mazdoor, not Khoota Mistry in Godhur Colliery under Kusunda Area No.6 as evident from his Service Excerpt (its photocopy – Ext.M.1),since he had got paralysis in the month of Feb, 2001, he was paid 50% "Khoraki" of his wages by the management from 20.02.2001 to 18.08.2001 for six months as per clause 6.4.2. (a) of the NCWA VI thereafter, on his medical examination dt.19.10.2001 by the Apex Medical Board (Ext.M.2) the workman was found entitled to his treatment of the sickness for three months; and after three months, the case of the workman was again referred to the Apex Medical Board for review with the Format AMBI duly filled up by him as per the Office Letter No.16.5.2002, but meanwhile the workman at his 60 of age retired from his service w.e.f. 01.08.2002 as per hid aforesaid Service Excerpts as also replied by the Management on 19.1.2002 (Ext.M.3) before the ALC(C),Dhanbad, as stated by MWI .The Learned Advocate for the Management submits that the workman was not declared medically unfit before his retirement, as it was in the process of his reference by the Management

to the Apex Medical Board, though once earlier the workman was medically examined by the Apex Medical Board which had already fixed for his review after three months of his examination. It is an acknowledged fact that as per the provisions of the NCWA, the Management does not provide any employment to a legitimate dependent of the workman unless and until the workman is medically declared unfit.

On perusal and consideration of the materials as adduced by both the parties, it stands beyond dispute that the workman after his paralysis was given his six months Khoraki allowance for the aforesaid period on the report of the Central Hospital, Dhanbad; and the Apex Medical Board after the medical examination of the workman had recommended for his medical examination after further three months of his treatment at Central Hospital, Dhanbad, as per the Apex Medical Report dt.19.10.2001 (Ext.W.1), and the documents of the workman were also sent to the Apex Medical Board as per the letter dt.16.5.2002, meanwhile, he retired from August, 2002 according to his date of birth as recorded in his service Excerpt.

Under these circumstances, it is prima facie appears that it is absolutely wrong to allege the negative action of the Management in getting medical examination of workman Ram Swarup Bhar done by the Apex Medical Board for declaring medically unfit before his retirement on 1.8.2002, rather there seems utmost always positive attempt to get it done so, but in process of his reference, he retired duly from his service, and thereafter the workman expired on 22.9.2002 as per his Death Certificate, so his son was substituted in his place. Hence neither the workman was nor his son Awadhesh Bhar is entitled to any relief .The Award accordingly responded.

KISHORI RAM, Presiding Officer.

नई दिल्ली, 12 मई, 2014

का.आ. 1494.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 09/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 12/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/108/2006-आईआर (सीएम-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 12th May, 2014

S.O. 1494.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 09/2007) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure, in the industrial

dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 12/05/2014.

[No. L-20012/108/2006-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

Present : SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under
Section 10(1)(d) of the I.D. Act., 1947

REFERENCE NO. 09 OF 2007

PARTIES: The Secretary,
Jharkhand Janta Mazdoor Sangh,
Koila Nagar, Dhanbad

Vs.

General Manager,
E.J. Area of M/s BCCL Bhowra, Dhanbad
Ministry's Order No. L-20012/108/06.IR (CM-I)
dt.06.2.2007.

APPEARANCES :

On behalf of the : Mr. Pintu Mandal,
workman/union Union Representative

On behalf of the : Mr. U. N. Lal, Ld. Advocate
management

State : Jharkhand Industry : Coal

Dhanbad, the 6th March, 2014

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on the under Sec.10(1)(d) of the I.D. Act,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. No. L-20012/108/06.IR (CM-I) dt.06.2.2007.

SCHEDULE

“Whether the action of the Management of Amlabad Project of M/s. BCCL in dismissing Sri Moti Bhua, M/Loader from the services of the company w.e.f. 1.12.2003 is just and legal? If not, to what relief is the concerned workman entitled?”

On receipt of the Order No. L-20012/108/06.IR (CM-I) dt.06.2.2007 of the above mentioned reference from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, the Reference Case No. 9 of 2007 was registered on 20th February, 2007 and accordingly an order to that effect was passed to issue notices through the Registered Posts to the parties concerned, directing them to appear in the Court on the date fixed, and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Posts were sent to the parties concerned.

Both the parties made their appearances and filed their pleadings and photocopies of their documents .The workman and the O.P/Management through both their Lawyers appeared in, and contested the case.

2. The case of sponsoring Janta Mazdoor Sangh for workman Moti Bhuria is that he was a permanent employee as M/Loader of Amlabad Project of M/s. BCCL. He was satisfactorily serving the Management. But due to his sickness, he could not report for duty on 15.2.2003, though he had informed the Management of his sickness through his application 17.2.2003 for granting his sick leave. When he did not recover from his sickness, he had again submitted an application dt.15.9.2003 for sick leave. But his both applications for it were not responded by the Management. He was under the treatment of Dr. Alok Kumar for bone T.B. from 15.2.2003, and was declared medically fit by the Doctor for resumption of duty w.e.f. 21.10.2003. After recovery, when he along with Medical Certificate of the Doctor reported for his duty on 24.10.2003, but the Management did not allow him to resume his duty. At the approach of the Union to the Management, it was verbally informed of the dismissal of the workman as per dismissal letter dt. 25.11/1.12.2003. Thereafter the representation of the workman for his reinstatement was also unconsidered by the Management. Lastly, the Industrial Dispute was raised before the Conciliation Officer, but the same due to adamant attitude of the Management failed, resulted in the reference for adjudication. Since the workman was not issued any charge sheet, any notice of enquiry, and second Show cause, nor publication of any enquiry notice, the ex parte enquiry was not fair, proper, rather contrary to the principles of natural justice. The dismissal of the workman by the agent, below the rank of the Appointing Authority, is illegal as well as contrary to the provision of clause 27.2.6 of the Certified Standing Orders of M/s. BCCL. The workman is entitled to reinstatement with full back wages.

The Union for the workman in its rejoinder has categorically denied all the allegations of the O.P./Management, and stated that the workman was appointed by the G.M.of Sijua Area as per the appointment letter dt.14.12.2000.

3. The case of the O.P/Management is that workman Moti Bhuria was appointed as Minor/Loader at Amlabad Project on 4.10.2001 as the son of Smt. Bindeshwari Devi, Ex-Wagon Loader, under VRS (F) Scheme. He was charged sheeted for his unauthorized habitual absenteeism from 15.2.2003 as per the charge sheet dt.16.5.2003 under clause 26.1.1 of the Certified Standing Orders of the Company. Despite sending him the copy of charge sheet on his home address also, the workman did not reply to it, so the Disciplinary Authority decided to hold the enquiry. After the appointment of the Enquiry Officer as well as the Presenting Officer as per the Order No.BCCL/2003 the Notice of the enquiry dt.9/10.6.2003 was issued for the

enquiry on 27.6.2003 at Amlabad Project, but the workman never appeared. The enquiry was proceeded and held ex parte. The charge of habitual absentee was fully proved as per the finding and report of the Enquiry Officer. His past attendance 30 and 75 days in the last two years 2001 and 2002 respectively were also seen. Even the 2nd Show Cause Notice was also issued to him with a copy of the enquiry report but no response on his part to it. The Enquiry Officer proposed for imposition of dismissal penalty which was approved by the General Manager, E.J.Area. The Agent of the Project concerned issued him the order of his dismissal with immediate effect as per the dismissal letter dt. 25. 11.03/1.12.2003. So, the action of the Management of Amlabad Colliery in dismissing the workman from service w.e.f. 1.12.2003 is just, fair and quite reasonable.

The O.P./Management in its rejoinder has specifically denied all the allegations of the workman, stating that the workman did not care for being punctual and regular since his appointment just as his willful reluctance in response to the charge sheet and Notices. It has also been sought the permission to adduce its evidence, in case the enquiry is found unfair.

FINDING WITH REASONS

4. In the instant case, on the acceptance of the domestic enquiry by Mr. Pintu Mandal, the Union Representative for the workman, the Tribunal as per its Order No.16 dt.07.12.2011 has upheld the enquiry as fair, proper and in accordance with the natural justice. In result, it came up for direct hearing of arguments of both the parties on merits.

Mr. Pintu Mandal the Union Representative for the workman has submitted that factually the workman absented from his duty w.e.f. 15.2.2003 due to his sickness with due intimation to the Management, there is no misconduct of the workman under clause 25.1.2 as stated in the charge sheet (Ext.M.5) as the Certified Standing Order has no such clause; and that the Agent, lowerer in rank than the G.M., has no authority to dismiss the workman, as he was appointed as per the appointment letter dt.5.9.2000 issued by the General Manager; moreover, in view of harshness in dismissal of the workman, a lenient view be taken.

Whereas the emphatic contention of Mr. U.N. Lal, Learned Counsel for the O.P./Management, is that despite earlier punishment with “strong note of warning” to the workman for his past conduct of unauthorized absence as per the Management’s letter dt. 04/10.2.2003. (Ext.M.4), he could not improve in his duty/attendances so the present penalty of his dismissal as per the dismissal order dt.25.11/1.12.2003 (Extt.W.5=M-9) for his misconduct of absenteeism is quite just, fair and reasonable as per the provision of the Certified Standing Orders of the Company. But the contention of Mr. Lal about his earlier such

misconduct being unpleaded is in admissible. So far as the plea of Mr. Mandal, the Union Representative, in regard to the mismention of clause 25.1.1. in the instant charge sheet (Ext.M.5) is concerned, it is also untenable, as the charge sheet substantially refers to ‘habitual/late attendance or willful or habitual absent from your duty without sufficient causes’ as laid down under clause 26.1.1 of the Company’s Certified Standing Order.

On perusal and consideration of all the materials of both the parties as available on the case record, I find that workman Moti Bhuria was working as Miner Loader at Amlabad Project at the relevant time, but he had unauthorisedly absented from his duty w.e.f. 15.2.2003, for which he was charge sheeted. Out of both the alleged applications dt. 17.2.2003 and 15.9.2003 (Ext.W.3 & 3/1 respectively) of the workman, the former one unrelated to his pleaded case of treatment by Dr. Alok Kumar for bone TB. He failed to justify his reasonable case for absentism. Despite the notice of the enquiry dt.9/10.6.03 (Ext.M.6), when he did not present in the enquiry, it resulted in an ex parte proceeding against the workman. But the O.P./Management has no proof of second Show Cause Notice to the workman prior to awarding him the dismissal punishment for his aforesaid absentism. So the dismissal of the workman appears to be not only harsh but also disproportionate to the nature of his misconduct of absentism. It is liable to be set aside. He does need a relief under Sec.11 A of the Industrial Dispute Act, 1947.

In result, in the terms of the reference it is, hereby,

ORDERED

That the Award be and the same is passed that the action of the Management of Amlabad Project of M/s BCCL in dismissing Sri Moti Bhuria from the services of the Company w.e.f. 1.12.2003 is quite unjust and illegal. Therefore, the workman is entitled to his reinstatement in the services of the company, but without back wages. The O.P./Management is directed to implement the Award within one month from the date of its receipt following its publication in the Gazette of India by the Government of India. Let its copies one Soft and one Hard of the Award be forwarded to the Ministry of Labour & Employment, New Delhi, for the needful.

KISHORI RAM, Presiding Officer

नई दिल्ली, 12 मई, 2014

का.आ. 1495.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 51/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 12/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/14/2012-आईआर (सीएम-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 12th May, 2014

S.O. 1495.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 51/2012) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. CCL, and their workmen, received by the Central Government on 12/05/2014.

[No. L-20012/14/2012-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD
PRESENT : SHRI KISHORI RAM, Presiding Officer**

In the matter of an Industrial Dispute under
Section 10(1)(d) of the I.D.Act.,1947.

Reference No. 51 of 2012

PARTIES: The Secretary,

Rastriya Koyla Mazdoor Union,
KDH Project, N K Area,
PO : Dakra Ranchi

Vs.

The Project Officer,
KDH Project, N.K. Area of
M/s. CCL, Dakra, Ranchi

APPEARANCES :

On behalf of the workman/Union	: None
On behalf of the Management	: Mr. D. K. Verma, Ld. Advocate

State : Jharkhand	Industry : Coal
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Dhanbad, the 27th March, 2014

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No.L-20012/14/2012-IR (CM.1) dt.01.08.2012.

SCHEDULE

“Whether the demand of Rastriya Koyla Mazdoor Union for payment of OT Arrears on revised wage of NCWA-VI to workmen of KDH Project under NK Area of M/s. CCL, is legal and justified? To what reliefs are the workmen concerned entitled?”

2. None appeared for the Union Representative/ workman nor any written statement with any document filed on behalf of the Union/workmen despite two Regd. Notices dt. 6.9.2012, 17.12.2013 issued to the Secretary of the Union concerned on his address noted in the reference. But Mr. D.K. Verma, Ld. Advocate for the O.P./ Management is present.

On perusal of the case record, it stands clear that the present Reference—Schedule relates to the demand of the Union concerned for the payment of O.T.Arrears on revised wage of NCWA-VI to workmen of KDH Project under N.K.Area of M/s CCL without any list. Besides it is also apparent from the record that Shri Shyam Sunder Kumar, the Secretary of the Union, R.K.M.U., K.D.H, and N.K.Area by filing a petition under his signature has expressed his unwillingness to proceed with the case on the ground of non-availability of the documents essential for it. The copy of the petition was also served upon Mr.Verma, the Ld. Adv. for the O.P./Management on 6th Feb., 2014 it was filed by the Secretary.

In view of the aforesaid facts, I find there is no Industrial Dispute existent between both the parties. Therefore, no Dispute Award is passed.

KISHORI RAM, Presiding Officer
नई दिल्ली, 12 मई, 2014

का.आ. 1496.—औद्योगिक अधिनियम, 1947(1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ई. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 52/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 12/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/1/2012-आईआर (सीएम-I)]
एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 12th May, 2014

S.O. 1496.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.52/2012) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. ECL, and their workmen, received by the Central Government on 12/05/2014.

[No. L-20012/1/2012-IR (CM-I)]
M. K. SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD**
PRESENT : SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under
Section 10(1)(d) of the I.D.Act., 1947.

Reference No. 52 of 2012

PARTIES : The Secretary,

Bihar Colliery Kamgar Union,
Hirapur, Dhanbad.

Vs.

The General Manager,
Mugma Area of ECL,
Mugma Dhanbad
Ministry's Order No.L-20012/1/2012-IR (CM-I)

APPEARANCES :

On behalf of the workman/Union : None

On behalf of the Management : Mr. D. K. Verma,
Ld. Advocate

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 31st March, 2014

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No.L-20012/1/2012-IR(CM-I) dt. 17.8.2012.

SCHEDULE

“Whether the action of the Management of Lakhimata Colliery of M/s ECL in not promoting Sri R.P. Sharma in the post of Sr.Medical Dresser (when he has been working as Dresser since 1983) is fair and justified? To what relief is the workman concerned entitled?”

2. Neither any Representative for Bihar Colliery Kamgar Union, Hirapur, nor workman R.P. Sharma appeared nor written statement along with any document filed on his behalf in spite of three Regd. notices having been issued to the Secretary, concerned on his address noted in the reference itself. But Mr. D.K. Verma, the Ld.Advocate for O.P./Management of Mugma Area of ECL, Dhanbad is present.

On perusal of the case record, it clearly indicates that the present Reference relates to an issue about the promotion of the workman to the post of Sr. Medical Dresser, but none of the Union and the workman appeared and filed any written statement with the documents for which it has been all along pending since 26.12.2012. The Union Representative as well as the workman by his conduct appears to be reluctant in contesting the case Under these circumstances, the reference is closed as no Industrial Dispute existent; accordingly it is passed an order of No Dispute Award.

KISHORI RAM, Presiding Officer

नई दिल्ली, 12 मई, 2014

का.आ. 1497.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 146/1999) को प्रकाशित करती है जो केन्द्रीय सरकार को 12/05/2014 को प्राप्त हुआ था।

[सं. एल-20012/106/1998-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 12th May, 2014

S.O. 1497.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 146/1999) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 12/05/2014.

[No. L-20012/106/1998-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD.

PRESENT:

SHRI KISHORI RAM, Presiding Officer.

In the matter of an Industrial Dispute under
Section 10(1)(d) of the I.D.Act,1947.

REFERENCE NO. 146 OF 1999.

PARTIES : The Organizing Secretary,
NCWC, Hirapur, Dhanbad

Vs.

General Manager,
Kusunda Area of
M/s. BCCL, Kusunda, Dhanbad

APPEARANCES :

On behalf of the : Mr. R. K. Mukherjee,
Workman/Union Ld. Advocate,

On behalf of the : Mr. S. N. Ghosh, Ld. Advocate
Management

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 28th Feb, 2014

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No.L-20012/106/98-IR(C-I) dt. 19.2.1999.

SCHEDULE

“Whether the action of the Management of Kusunda Area No. VI of BCCL in not providing employment to Sham Bai W/o Sri Harinayan Dhobi, Wagon Loader of Kusunda Colliery is justified? If not, what relief the concerned workman is entitled to?”

On receipt of the Order No. L-20012/106/98-IR(C-I) dt.19.2.1999 of the above mentioned reference from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, the Reference Case No. 146

of 1999 was registered on 8th March,1999 and accordingly an order to that effect was passed to issue notices through the Registered Posts to the parties concerned, directing them to appear in the Court on the date fixed, and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Posts were sent to the parties concerned.

Both the parties made their appearances and filed their pleadings and photocopies of their documents. The workman and the O.P./Management through both their Lawyers appeared in , and contested the case.

2. The case of workwoman Sham Bai W/o Harinayan Dhobi as sponsored by the NCWC, Water Board Colony, Hirapur, Dhanbad is that she was a permanent employee, and working as a wagon loader at Kusunda Colliery till middle of the year 1976; on account of death of her Mother-in-law, she had gone her native place on leave for one month, she could not comeback on duty on time. When she returned on duty, the Management did not allow to join her duty. At her best effort to know the actual fact, she found that one fake and imposter lady named as Sham Bai wife of Budh Ram had been allowed by the Management to work in her place. The Colliery Office of the Management had taken her all relevant documents: Identity Card and others from her for the enquiry, but the documents were never returned to her. All the relevant documents/papers related to the employment of the workwoman lying in Kusunda Colliery Office were changed beyond her knowledge just to deny her rightful right in order to illegally induct fake Sham Bai by impersonating. The Chief of Security, H.Qr, Suraksha Bhawan, Dhansar of M/s. BCCL after due enquiry into it submitted his report as per his letter No.BCCL/C(S)/CR/ Impersonation 95/253 dt.5.5.1995 to the Director (Personnel), BCCL, Koyla Bhawan, Dhanbad, that the alleged Sham Bai wife of Budh Ram who was allowed to work in place of the present workwoman was an imposter impersonating her in collusion with the officials of Kusunda Colliery Office. The fact was accepted by the Management in their comment dt.30.05.1995 as per letter no. A 6/P-4/ ALC/95 during the conciliation proceeding. On the enquiry report of the Chief of Security, fake Sham Bai was charge sheeted, and thereafter, was dismissed; even thereafter, the concerned workwoman was not illegally and unreasonably allowed by the Management to join her duty, despite her several times request for permission to join he duty. She could not join her duty due to the culpable fault of the management which was itself an unfair labour practice. At last, the industrial dispute raised by her through the union failed due to non-cooperative attitude of the Management, resulting in the reference for an adjudication. The action of the Management is violative of the principles of natural justice as that of the Articles 14, 16 and 21 of the Constitution of India. The demand of workwoman is legal and justified.

4. Whereas in challenge to its maintainability the case of the employer/Management is that no employer and employee relationship exists until wrongly named Shyam Bai is corrected as Sham Bai by the Ministry in the instant case. Besides, the female claiming herself as wife of one Harinarayan Dhobi is trying her best to get an employment in the BCCL on the ground that she is the real Sham Bai. One Sham Bai W/o Budh Ram working in the Kusunda colliery was imposter, so she was dismissed from the services of the Company on the basis of the documentary evidence. The Writ Petition CWJC No.1179/1997(R) filed by Smt.Sham Bai before the High Court at Ranchi Bench was also dismissed. All the Government functionaries, i.e., Pub.Girievance Cell, the Deputy Commissioner, Dhanbad have examined the issue, but Smt. Sham Bai could not prove her identity. The industrial dispute was raised by the Organizing Secretary, NCWC before the A.L.C.(C),Dhanbad, as per his letter dt.9.1.95 regarding her employment as wife of Harinarayan Dhobi, the Wagon Loader. The claim of Smt.Sham Bai for employment on compassionate ground as wife of aforesaid Wagon Loader Harinarayan Dhobi is baseless and false. So the action of the Management in not providing employment to her on compassionate ground is justified.

5. The words “on compassionate ground and the name of workwoman and “on compass Shyam Bai as stated in the schedule to the instant reference, by striking out the former, has been corrected as Sham Bai W/o Sri Harinrayan Dhobi, Wagon Loader of Kusunda Colliery as per the Order No.23 dt.14.6.2006 of the Tribunal in pursuance of the Corrigendum Letter dt.24.6.2003 under No.L-20012/106/98-IR (C-I) of the Government of India, Ministry of Labour, New Delhi.

FINDING WITH REASONS

6. In the instant reference, MW1 Ghanshyam Pd.Singh,the Service holder of and for the Management, whereas WW1 Sham Bai ,the workwoman herself w/o Late Hari Narayan Dhobi and WW2 Krishna Deo Pd.Yadav,then Medical Clerk of East Basuriya Colliery Dispensary for the Sponsoring Union have been respectively examined.

Mr.R.K.Mukherjee,Learned Advocate for the union/ workwoman concerned wife of Sri Harinrayan Dhobi, was an illiterate wagon Loader in Kusunda Area No.VI of M/s. BCCL from 1971 to 1976, and in the latter year, she had gone to her village on account of death of her mother-in-law, after taking leave from the Management on her applications; on returning from her village, when she went to join her duty, the Management did not allow her to resume her duty, rather assured her to get her duty later on, and the Management took her Identity Card, directing her to come for duty after 15 days ; whenever she used to go to resume her duty after 15 days or one month for two years as per directions of the Management, she learnt that one Khikh Bai wife of Budharam, resident of Village:

Barbhatta, Distt: Raipur adjacent to her District Bilaspur (M.P.) impersonating her by her name Sham Bai, had got engaged as a wagon Loader in Nayadih, Kusunda Colliery; on the complain of the present workwoman to the Management against aforesaid Khikh Bai and Shri Babu Ram the Clerk of the Management, Colonel S.S.Roy (the Security Officer) after due enquiry into it, as also enquired by the Koyala Bhawan submitted his enquiry report (its photocopy Ext.W.1) about the false engagement of aforesaid Khikh Bai, Khikh Bai was stopped from working, despite several representations by the Union as well as by her, the workwoman real Sham Bai W/o Hari Narayan Dhobi was not allowed her employment by the O.P./ Management; moreover, Mr. R.K. Mukherjee, the Learned Counsel for the Union has stressed over the evidence of MW1 under his para 5 & 6 corroborative to the case of aforesaid real workman.

Whereas the contention of Mr.S.N.Ghosh,Learned Counsel for the O.P./Management is that petitioner Sham Bai of the case has miserably failed to prove herself as the real workwoman W/o Hari Narayan Dhobi working as a Wagon Loader at Kusunda Colliery, to file her any identity and any paper, nor she has the proof of her transfer from Nayadih Kusunda Area to Dhansar,or of taking her Identity Card and relevant document by Babu Ram, the Official of the Management from her, rather the Writ Petition No.1179/ 97(R) filed by her was dismissed by Mr. Justice M.Y.Eqbal as per the Order dt.25.11.1997 in lack of proof of her identity as real Sham Bai. It is also stressedly contended by Mr.Ghosh that consequent upon the dismissal of another lady Sham Bai W/o Budh Ram as an imposter on 6.5.97 based on the enquiry report of Col.S.S.Rai,the Chief of Security,BCCL,the Union has tried to introduce this Sham Bai W/o Hari Narayan Dhobi as the real workwoman in the case. I disagree with presentation of unpleaded facts for the O.P./Management.

7. On the meticulous study and consideration of the materials as adduced by both the parties available on the case record, I find the important facts as under:

- (i) Present workwoman Sham Bai W/o Hari Narayan Dhobi, who had worked as Wagon Loader in Kusunda Area No.VI of BCCL from 1971 upto 1996 is the real Sham Bai W/o aforesaid Hari Narayan Dhobi.
- (ii) It is also indisputable that in the year 1996, the workwoman had gone to her village on her authorized leave due to the death of Mother-in-law, and on her return from her village, when she went to join her duty, Ram Babu, the Clerk of the Management took her documents such Identity card from her, and directed her to get her duty after 15 days or one month; thus, she was kept on being denied the resumption of her duty by the Management.

(iii) It appears no dispute that on the complain of the present workwoman against Khikhi Bai imposter in her name and Babu Ram Dusadh @ Ram Babu, the Section Clerk of the Management, Khikhi Bai impersonating Sham Bai as W/o Budh Ram was dismissed from the service after the enquiry report of Col. S. S. Roy (Ext.W.1), the Chief of Security and also enquired by the Management.

(iv) Thereafter, despite the several representations of the union concerned to all Authorities of the Management including the D.C., Dhanbad in the year 1995 to 1997 (Extt.W.2/2 and 2/3 series respectively with objection) and the present workwoman's application dt.17.4.1996 to the Dy. Commissioner (Ext.W.3), the real present workwoman Sham Bai W/o Hari Narayan Dhobi as also asserted by the Police Report dt. 30.07.1993 to the A.D.M. Legal Section, Dhanbad, was not allowed by the Management to resume her duty for the reasons best known to the O.P./Management. The very malafide fraudulent activities of Sri Babu Ram, the Loading Clerk of the Management towards the illiterate and innocent lady workwoman have badly and horribly deprived her of resumption of her duty as Wagon Loader in the Kusunda Area of the Management which amounted to irreparable loss to her.

In view of the aforesaid crystal clear findings, the argument of Mr. S. N. Ghosh, the Learned Counsel for the O.P./Management does not appear to be reasonable at all as contrasted with that of Mukherjee. In result, it is, in the terms of the reference hereby,

ORDERED

That the action of the Management of Kusunda Area No.VI of M/s. BCCL in not providing employment, i.e., factually resumption of her duty to Smt. Sham Bai W/o Hari Narayan Dhobi – the Wagon Loader of Kusunda Colliery is not only quite unjustified, but also quite illegal. Since the innocent, illiterate, real workwoman Sham Bai W/o Hari Narayan Dhobi as the Wagon Loader has been along sitting idle for long time due to the illegal victimization of Sri Babu Ram, the staff concerned of the Management, she is entitled to reinstatement in her service with her full back wages, if not superannuated, otherwise to it with all her retiral benefits due to her, were she in her service. The O.P./Management is strictly directed to implement the Award within one month from the receipt of its copy, following its publication by the Government of India in the Gazette. Let the copies – one Soft and one Hard of the award be sent to the Government of India, Ministry of Labour & Employment, New Delhi, for needful.

KISHORI RAM, Presiding Officer

नई दिल्ली, 12 मई, 2014

का.आ. 1498.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 12 का 2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 12/05/2014 को प्राप्त हआ था।

[सं. एल-22013/1/2014-आईआर (सी-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 12th May, 2014

S.O. 1498.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Hyderabad (12/2010) as shown in the Annexure, in the industrial dispute between the Employers in relation to the management of M/s. SCCL, and their workmen, which was received by the Central Government on 12/05/2014.

[No. L-22013/1/2014-IR (C-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT AT HYDERABAD

Present : Smt. M. VIJAYA LAKSHMI, Presiding Officer

Dated the 10th day of April, 2014

INDUSTRIAL DISPUTE L.C. No. 12/2010

Between :

Sri Senigarapu Sadanandam,
S/o Mallaiah,
C/o Smt. A. Sarojana,
Advocate, Flat No.G7,
Opp. Badruka Jr. College for Girls,
Kachiguda, Hyderabad.Petitioner

AND

1. The General Manager,
M/s. Singareni Collieries Company Ltd.,
Srirampur (P) Area, Srirampur,
Adilabad District.
2. The Dy. CME,
M/s. Singareni Collieries Company Ltd.,
IK-1 incline,
Srirampur (P) Area, Srirampur,
Adilabad District.Respondents

Appearances:

For the Petitioner : M/s. A. Sarojana &
K. Vasudeva Reddy, Advocates

For the Respondent : M/s. P.A.V.V.S. Sarma &
P. Vijaya Laxmi, Advocates

AWARD

This is a petition filed by the Petitioner Sri Senigarupu Sadanandam, under Sec. 2 A (2) of the I.D. Act, 1947 against the management of M/s. Singareni Collieries Company Ltd., and numbered in this Court as L.C.I.D. No. 12/2010 and notices were issued to the parties.

2. Petitioner has filed this petition against his dismissal from service vide order No. SRP(P)/PIR/35.A/01/999 dated 9.4.2001 by the Respondent without following the procedure, seeking for reinstatement with all consequential benefits.

3. When the matter came up for filing of counter and documents by Respondents, Learned Counsel for the Petitioner filed memo to refer the matter to Lok Adalat and the matter has been referred to Lok Adalath for amicable settlement.

4. While things stood so, Petitioner has filed memo seeking for permission to withdraw his case pleading that the management was kind enough to offer employment to him subject to withdrawal of the present dispute and that he be permitted to withdraw his case. In the given circumstances, the matter has been called to the regular file from Lok Adalath.

5. Notice given to Respondents. Heard both parties. Petitioner is permitted to withdraw his case.

6. In the result, the case is dismissed as withdrawn.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 10th day of April, 2014.

M. VIJAYA LAKSHMI, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 12 मई, 2014

का.आ. 1499.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 65 का 2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 12/05/2014 को प्राप्त हुआ था।

[सं. एल-22012/123/2012-आईआर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 12th May, 2014

S.O. 1499.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 65/2012) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the industrial dispute between the management of M/s. SCCL, and their workmen, received by the Central Government on 12/05/2014

[No. L-22012/123/2012-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD**

Present : Smt. M. VIJAYA LAKSHMI, Presiding Officer

Dated the 24th day of March, 2014

INDUSTRIAL DISPUTE No. 65/2012**Between :**

The President (Sri R. Kashiramulu),
Telengana Trade Union Council,
H. No. 3-5-247/3, Azmathpura,
Karimnagar (A.P.)Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Bhupalapally Area, Bhupalapally,
Warangal District – 506 169Respondent

Appearances:

For the Petitioner : M/s. A. Sarojana &
K. Vasudeva Reddy, Advocates

For the Respondent : Nil

AWARD

The Government of India, Ministry of Labour by its order No. L-22012/123/2012-IR(CM-II) dated 25.9.2012 referred the following dispute under section 10(1)(d) of

the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workman. The reference is,

SCHEDULE

"Whether the action of the Chief General Manager, M/s. Singareni Collieries Company Ltd., Bhupalapalli Area, Bhupalapalli, Warangal Dist., in terminating the services of Sri Kandula Rajaiah, Ex-Coal Filler, KTK-2 Inc., of Bhupalapalli Area, Warangal Dist., with effect from 1.11.2007 is justified or not? To what relief the applicant is entitled for?"

The reference is numbered in this Tribunal as I.D. No. 65/2012 and notices were issued to the parties concerned.

2. The case stands posted for filing of counter statement by Respondent to 24.3.2014.

3. At this stage, counsel for Petitioner filed a memo on 24.3.2014 seeking permission to withdraw the Petitioner's claim stating that the management offered employment to the workman Sri Kandula Rajaiah.

4. In the circumstances, recording the said memo, a 'Nil' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant and corrected by me on this the 24th day of March, 2014.

M. VIJAYA LAKSHMI, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL	NIL
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Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 12 मई, 2014

का.आ. 1500.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 131 का 2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 12/05/2014 को प्राप्त हुआ था।

[सं. एल-22013/1/2014-आईआर (सी-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 12th May, 2014

S.O.1500.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Hyderabad (Ref. No. 131/2006) as shown in the Annexure, in the industrial dispute between the management of M/s. SCCL, and their workmen, which was received by the Central Government on 12/05/2014.

[No. L-22013/1/2014-IR (C-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : Smt. M. VIJAYA LAKSHMI, Presiding Officer

Dated the 21st day of April, 2014

INDUSTRIAL DISPUTE L.C. No. 131/2006

Between :

Sri Asam Srinivas,
S/o Late Posham,
C/o Smt. A. Sarojana, Advocate,
Flat No. G7, Ground Floor,
Rajeshwari Gayatri Sadan,
Opp: Badruka Jr. College for Girls,
Kachiguda, HyderabadPetitioner

AND

1. The General Manager,
M/s. Singareni Collieries Company Ltd.,
RG-I Area, Godavarikhani,
Karimnagar District.
2. The Superintendent of Mines/Colliery Manager,
GDK-6B Incline,
M/s. Singareni Collieries Company Ltd.,
Godavarikhani,
Karimnagar District.Respondents

Appearances :

For the Petitioner : M/s. A. Sarojana &
K. Vasudeva Reddy, Advocates

For the Respondent : M/s. P.A.V.V.S. Sarma &
Vijaya Laxmi Panguluri, Advocates

AWARD

This petition has been filed by Sri Asam Srinivas, who worked as coal filler at GDK-6B Incline of the respondent company, invoking Sec.2A (2) of the I.D. Act, 1947 seeking for declaring that the order No. P.RG.1/32A/3193 dated 24.5.2001 issued by the 1st respondent as illegal and arbitrary and to set aside the same consequently directing the respondents to reinstate the Petitioner into

service duly granting all consequential benefits such as continuity of service back wages and other attendant benefits.

2. The averments made in the petition in brief are as follows:

Petitioner was appointed as badli filler on 10.10.1987. On satisfactory performance he was regularized and promoted as coal filler on 12.1.1995. He continued to perform his duties to the best of his ability. While so, he was served with the charge sheet dated 1.2.2000 alleging that he was frequently remaining absent from duty during the year 1999 and thus he committed misconduct under company's Standing Orders No.25(25). He submitted his explanation on 20.3.2000 explaining the reasons for his inability to be regular to his duties during the year 1999. But, without considering the same an enquiry was conducted that too without giving proper opportunity to him. Basing on such pre-determined enquiry, enquiry officer held the charges as proved. Petitioner was dismissed from service with effect from 28.5.2001 vide office order dated 24.5.2001. On account of his ill-health and family problems Petitioner was unable to attend his duties regularly during 1999 and he explained the same in his explanation and also during the enquiry but in vain. Inspite of his pleading that he will attend to the duty regularly in future and without any absence, he was dismissed from service. The said action on the part of the respondents is illegal, arbitrary and violative of principles of natural justice. The whole enquiry was conducted in a mechanical and routine manner with a pre-determined intention somehow or other dismiss the petitioner from service. Procedure of the enquiry was not explained to him to enable to insist for marking documents on his behalf to establish his pleas. No opportunity was given to him to produce his witnesses. Before issuance of impugned order of dismissal approval of competent authority was not obtained as required under the Standing Orders. The said order of dismissal is devoid of reasons for the decision and the Disciplinary Authority proceeded with preconceived notion as if Petitioner accepted the charges alleged against him which is factually incorrect. The enquiry was not conducted in the language known to the Petitioner and it was not explained to him in the language known to him. His signature was merely obtained. The documents referred to in the enquiry report are not furnished to the Petitioner. The evidence of irrelevant witnesses was relied upon. Submissions of the Petitioner during the enquiry remained unrebutted. Subsequent to the impugned order the Management conducted interviews for the workmen who was dismissed from service on account of absenteeism. In response Petitioner also applied for the same and attended the interview. But, he was not given reappointment though others were given the same. He is the sole bread winner of his family consisting of old aged and ailing mother, wife and two

children who are all denied the livelihood due to the impugned order. Petitioner was unable to attend to his duties regularly during the given period only on account of his frequent and recurring sickness but not otherwise. He is eager and interested to attend to his work, if opportunity is given to him. Further, the punishment of dismissal from service is too harsh, excessive and disproportionate to the charges alleged. On account of his financial exigencies he could not engage advocate and approach the court previously. Hence, the delay occurred in approaching the court. Hence, the petition.

3. Respondent filed his counter with the averments in brief as follows:

Though, the amendment effected to Sec.2A of the Industrial Disputes Act, 1947 is not applicable to the present case as central government is the appropriate government, the Petitioner straight away approached the Industrial Tribunal by filing this petition which is not maintainable. Contention of the Petitioner that his services were satisfactory is not correct. He remained absent for 222 days and put in only 64 musters during the year 1999. As such, charge sheet dated 1.2.2000 was issued under company's Standing Orders No.25.25, which reads as,

"Habitual late attendance or habitual absence from duty without sufficient cause"

The explanation given by the Petitioner was found to be not satisfactory. As such, enquiry was ordered. Contention of the Petitioner that he was not given proper opportunity during the enquiry is not correct. He was given full and fair opportunity to defend himself and the enquiry was conducted in compliance of the principles of natural justice. Petitioner has not taken any prior permission or leave from competent authorities reporting any sickness. Petitioner has not availed the medical facilities provided by the respondent company. It is a fact that Petitioner assured during the course of enquiry that he will attend for duty without absence in future. But he failed to attend duty regularly. He put in only 20 actual attendance from 1.1.2001 to 17.5.2001 which clearly shows that he has no interest to do the job in the respondent company. The contention of the Petitioner that the enquiry was conducted with preconceived notions and with pre determined manner and that his contentions were never considered either during enquiry or at the time of passing order of dismissal against him, are all incorrect. Procedure of the enquiry was explained to the Petitioner. The contents of charge sheet were explained to him in Telugu. He was asked to produce his evidence in support of his statement. But he failed to produce the same. Basing on the evidence produced by the presenting officer, which established that Petitioner has remained absent for 222 days during the year 1999 and also basing on the statement of the Petitioner that he was absent due to ill-health and personal problems but he did not report to company's hospital for treatment

and also failed to produce any proof regarding his sickness. The enquiry officer found him guilty of the charges leveled against him. The contention of the Petitioner that before issuing the order of dismissal approval of competent authority was not obtained as per Standing Orders is not correct. Respondent No.1 is the competent authority to take disciplinary action against the workman. He applied his mind independently for issuing the impugned order of dismissal. Contentions of the Petitioner that the enquiry officer relied upon irrelevant witnesses and the documents which were not furnished to the Petitioner and gave self-contradictory findings are all incorrect. Since, Petitioner's case has not fallen under item No.4 of the representation dated 5.7.2004 given by the Singareni Coal Mines Labour Union (INTUC) and as there is no merit of the case of the Petitioner he was not considered for reinstatement. Mere calling for interview does not confer any right for appointment. Petitioner's contention that punishment of dismissal is too harsh, excessive and disproportionate to the charges levelled against is denied. Petitioner is put to strict proof that after the date of dismissal from service he was not gainfully employed elsewhere. Even after issuance of charge sheet Petitioner has not improved his performance. Even in the year 1998 he put in only 75 musters, and in the year 2000 only 49 musters whereas from January, 2001 and upto 17.5.2001, he put in only 20 musters. Considering all these aspects Management was constrained to dismiss him from service. Such unauthorised absence creates sudden void which at times is very difficult to fill up and there will be disturbance in the planned schedules. Thus, respondent company is compelled to take severe action against the unauthorised absentees like the Petitioner. Petition is liable to be dismissed.

4. By virtue of memo filed on 20.2.2009, Petitioner conceded to the validity of domestic enquiry conducted in this case and in the light of the said memo this court held that the domestic enquiry conducted in this case as valid.

5. Heard the arguments of either party under Sec.11A of the Industrial Disputes Act, 1947. Both parties filed their respective written arguments also and the same are considered.

6. The Points arise for determination are:

- I. Whether the impugned order dated 24.5.2001 issued by the 1st respondent is illegal and arbitrary and is liable to be set aside?
- II. To what relief the Petitioner is entitled for?

7. Point No.I:

Though, several contentions are raised by the Petitioner complaining against the manner and mode of conducting of the domestic enquiry in this case, he has chosen to concede to the validity of the same. Thus,

there is no need to go into the merits and demerits of all these contentions. What all to be considered now is, whether the impugned order of dismissal from service passed by the first respondent is so passed considering the merits and demerits of the findings of the enquiry officer in the light of the evidence adduced on record and also in consideration of the pleas put forth by the Petitioner in his defence and whether the punishment awarded is proportionate to the proven charges.

8. It is an admitted fact that Petitioner has put in only 64 musters and remained unauthorisedly absent from duty for 222 days during the year 1999. Standing Orders 25.25 of the respondent company makes, habitual late attendance or habitual absence from duty without sufficient cause, as a form of misconduct which is liable for punishment.

9. For the unauthorised absence on the part of the Petitioner during the year 1999, he claims that his sickness and family problems are the reasons and as sufficient cause. It is his consistent plea that due to such causes only he was unable to be regular to his duties during the year 1999. As can be seen from the enquiry proceedings produced before this court, Petitioner made a categorical statement before the enquiry officer that due to the genuine illness he could not attend to his duties regularly. According to him, he was frequently falling ill during that period and due to such extreme unavoidable circumstances he was absent from duties. As rightly pointed out for the Petitioner, his statement remained unrebutted. The Presenting Officer has not chosen to cross examine the Petitioner during the departmental enquiry to contradict his statement in any manner. In the given circumstances, it is to be taken that the Management accepted the truth of the pleas put forth by the Petitioner that due to frequently recurring sickness Petitioner was unable to attend to his duties regularly during the year 1999. In the given circumstances one has to take that there is reasonable and sufficient cause for the absence of the Petitioner from his duties during that period. But beyond the scope of the enquiry it is being contended that since, the Petitioner failed to report before any medical facilities provided by the respondent company, his contentions can not be accepted. This is a far fetched contention and it can not be accepted.

10. In view of the foregone discussion of the material on record, it can safely be held that though, it is an admitted fact that Petitioner remained absent from duty for considerable period during the year 1999, it will not come under the purview of Standing Orders 25.25 of the respondent company since, there is sufficient cause for the said absenteeism.

11. Further more, it is not the contention of the respondent company that there was any other occasion of chargesheeting the Petitioner for unauthorised absenteeism earlier and punishing him for such conduct. It is the first and only charge sheet issued against the

Petitioner by the respondent company complaining of unauthorised absenteeism. For this first incident of alleged misconduct, the gravest punishment provided for in the Standing Orders i.e., dismissal from service, has been awarded by the first respondent vide the impugned order. It is not a tenable and reasonable action on the part of the first respondent. Several modes of punishment provided for in the Standing Orders to give leverage to the erring workers to correct themselves. Only if they failed to correct themselves inspite of lesser punishments being awarded to them, the capital punishment i.e., dismissal from service becomes warranted. If it is the intention of the author of the Standing Orders which are approved and brought into effect by the respondent company that the only punishment to be awarded for the misconduct is dismissal from service, it would be the only punishment provided in the Standing Orders. Because, there are several other modes of punishment are provided, unless there are compelling reasons to award the gravest punishment provided for, for the very first event of misconduct, it shall not be awarded. Thus, it can safely be held that the award of the punishment of dismissal from the service in this case is not proper and reasonable.

12. It is the contention of the respondent that past and previous conduct of the Petitioner was considered while awarding the impugned punishment. This contention is also not a reasonable and acceptable contention for the reason that there is no explanation called for and received for the past and previous conduct of absenteeism from duties on the part of the Petitioner and enquired into and therefore, there is violation of principles of natural justice.

13. One another contention raised for the respondents is that there are clear latches on the part of the Petitioner since, there is substantial delay on the part of the Petitioner in approaching this court. No doubt there is delay on the part of the Petitioner in approaching this court, since the impugned order was passed on 24.5.2001 whereas he filed this petition on 31.10.2006.

14. Regarding the aspect of delay in approaching the court, it is the contention of the Petitioner that due to such latches, Petitioner's right to approach the court will not suffer in any manner and that as per the well established principles of law as laid down in the cases of Ajaib Singh Vs. Sir Hind Cooperative Marketing cum Processing service Society Limited and Another. (1999) 6 SCC 82 and Shahaji Vs. Executive Engineer, PWD (2005) 12 SCC 141, the court can mould the relief while granting the back wages etc., only and that for this reason the relief of reinstatement into service can not be denied if it is found that the order of dismissal from service is illegal and unjust. This is the effect of the principles laid down by Hon'ble the Apex Court in the above cited legal precedents.

15. In view of the fore gone discussion on the material on record, it can safely be held that the impugned order No. PRG.1/32A/3193 dated 24.5.2001 rendered by the first respondent is to be declared as illegal and arbitrary and that it is liable to be set aside. This point is answered accordingly.

16. Point No.II:

In view of the discussion of the facts and law and also the findings given while deciding Point No.I above, Petitioner is entitled for reinstatement into service with effect from 24.5.2001. Further, he is entitled for all attendant benefits as well. But considering the fact that there is delay of about 5 and ½ years in approaching the court on the part of the Petitioner, the relief of back wages is to be appropriately moulded. Considering the same and considering the financial constraints of the Petitioner and also the fact that though he was called for the interview for considering him for reinstatement into service, Respondent denied the same to him, granting of 75% of back wages to the Petitioner from the date of impugned order till the date of publication of this award and thereafter full wages, till the date of his reinstatement into service is, reasonable back wages to be awarded to the Petitioner.

This point is answered accordingly.

Result :

In the result petition is allowed. The impugned order No. PRG.1/32A/3193 dated 24.5.2001 of the first respondent is declared as illegal and unjust and is hereby set aside. Petitioner shall be reinstated into service with effect from 24.5.2001 forthwith. He is entitled for all attendant benefits consequent to his reinstatement into service. As far as back wages are concerned, respondent shall pay 75% of the wages which he is entitled but for the impugned order of dismissal from service, from the date of said order i.e., 24.5.2001 till the date of publication of this award and thereafter full wages till the date of Petitioner's reinstatement into service.

Award passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant and corrected by me on this the 21st day of April, 2014.

M. VIJAYA LAKSHMI, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 12 मई, 2014

का.आ.1501.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार लाईफ इन्शुरेंस ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बैंगलोर के पंचाट (72/1991) को प्रकाशित करती है जो केन्द्रीय सरकार को 12/05/2014 को प्राप्त हुआ था।

[सं. एल-17012/27/91-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 12th May, 2014

S.O.1501.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 72/1991) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore, as shown in the Annexure, in the industrial dispute between the management of Life Insurance Corporation of India, and their workmen, received by the Central Government on 12/05/2014.

[No. L-17012/27/91-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 24th March, 2014

PRESENT : Shri S. N. NAVALGUND, Presiding Officer

C R No. 72/1991

I Party

Sh. D S Rangaraddiyavar,
At : Gurlakatte, Kankikoppa P O.,
Nargund Taluk, Dharwad Dist-580 001

II Party

The Senior Divisional Manager,
Life Insurance Corporation of India,
P B No. 16, Dharwad-580 001.

Appearances

I Party : Shri K V Sathyaranayana, Advocate

II Party : Shri S M Gajendran, Advocate

AWARD

1. The Central Government vide order No. L-17012/27/91-IR(B-II) dated 28.10.1991 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) made this reference for adjudication with the following schedule:

SCHEDULE

“Whether the management of Life Insurance Corporation of India is justified in removing Sh. D S Rangaraddiyavar from service with effect from 21.10.1986? If not to what relief the workman is entitled?”

2. On receipt of the reference while registering it in C R 72/1991 when notices were issued to both the sides the I Party filed his claim statement on 18.11.1991 asserting that the Domestic Enquiry conducted against him was not fair and proper and that the finding of the Enquiry Officer was baseless, perverse and even otherwise the punishment of removal from service imposed by the Disciplinary Authority is disproportionate. The II Party filed its counter statement on 04.03.1992 inter alia, wherein it besides contending that the Domestic Enquiry conducted was fair and proper and that the finding of the Enquiry Officer is based on the evidence placed before him and the punishment imposed is just and appropriate also contended the I Party being an Officer and was not a workman the reference is not maintainable.

3. The brief facts leading to this reference and award may be stated as under.

4. The I Party who was appointed as Probationary Development Officer by the II Party on 16.10.1974 and confirmed his services on 13.12.1976 served with charge sheet dated 07.05.1994 on the allegations that he procured a proposal for insurance of Rs. 1,00,000.00 of Sh. Vasudev Rangappa Jangal in the month of March 1982 with the knowledge that he was uninsurable on account of the fact that he was suffering from neurological problems from child hood, diagnosed as congenital cerebral palsy which was incurable and who had no property in his name and arranged for a medical examination of the said person with two medical practitioners who had only a limit of Rs. 25000.00 and that an untenable explanation was given with reference to a pointed quarry as to why doctors of the higher limit were not availed of for purposes of examination of the said person and thereby failed to comply with Regulations 21 and 24 r/w 39 of LIC of India (Staff) Regulations, 1960 for which any one or more of the penalties prescribed in Regulation 39 could be imposed and conducted the Domestic Enquiry appointing V. B. Rao as Enquiry Officer and Sh. A. Ahmed as Presenting Officer. The Enquiry Officer observing the formalities of preliminary hearing and receiving the evidence of Dr. Gaddi Elappa Thippanna, Sh. S. P. Kodlimath, Dr. Vittal Devappa Mhapsekar, Sh. N. R. Patil, Sh. N. B. Pujar, Sh. S. B. Kademanne, Sh. I. S. Nirody, Sh. R. A. Deshpande, Sh. V. G. Mulgund, Sh. N. K. Gurumurthy, Sh. K. V. Upadhyaya, Miss. Leela Malagavi, Sh. Ramakrishna Reddy for the management and Sh. Krishnappa T. Devanur, Sh. Vedadas H. Achar, Sh. Halli, Sh. Venkanna Bentur and Sh. Meera Sahib for the defence and exhibiting Ex P-1 to Ex P-36 for

the management and after receiving the written briefs submitted his finding dated 23.01.1986 the charge being proved. The Disciplinary Authority after issuing second show cause notice and giving an opportunity of hearing by his order dated 21.10.1986 imposed the punishment of removal from service. Aggrieved by the same the I Party approached the ALC(C), Mangalore for conciliation and on its failure the Central Government made this reference for adjudication.

5. After completion of the pleadings my learned predecessors while framing a Preliminary Issue as to 'Whether the II party proves that it has held the Domestic Enquiry against I Party workman in accordance with law and natural justice?', after receiving the evidence of both the sides by order dated 19.05.1999 held the same in the Affirmative and after hearing the arguments on merits passed the award on 24.08.1999 Rejecting the Reference. When the said Order on Preliminary Issue as well as the Award was challenged by the I Party before the Hon'ble High Court of Karnataka in W P No. 47322/2001 (L-TER) the same was allowed setting aside the order on Domestic Enquiry as well as the Award and matter was remitted back for fresh consideration. Then re-registering the reference and securing the presence of both the sides when the matter was posted for evidence of II Party to justify the charges levelled against the I Party, since the counsel for II party filed an application on 18.07.2006 for rejection of the reference on the ground that the I Party being a Development Officer and not a workman the reference is liable to be rejected, after hearing the arguments on the application since the same was dismissed by Order dated 09.02.2007 the II Party approached the Hon'ble High Court of Karnataka in W P No. 5944/2007. The Hon'ble High Court by order dated 11.04.2007 dismissed the said Writ Petition observing that the impugned order being an interim order it is open to the II Party to challenge the same if the main award goes against it. This order of the Hon'ble Single Judge when taken in appeal before the Division bench of the Hon'ble High Court in W A No. 1181/2007 the division bench of the Hon'ble High Court by order dated 07.08.2007 rejected the said appeal confirming the Order passed by the Hon'ble Single Judge. Since thereafter the Counsel for I Party raised oral objection that II Party cannot lead evidence on merits as it has not taken plea in the counter statement seeking permission of court that in the event of Domestic Enquiry held to be unfair to lead evidence on merits accepting the said objection my learned predecessor when posted the matter for hearing of arguments on merits and subsequently rejected the application filed by the II Party counsel dated 03.09.2007 seeking permission to lead fresh evidence on merits by order dated 19.11.2007 and posted to hear arguments on merits, II Party approached the Hon'ble High Court of Karnataka in W P No. 19950/2007 to quash the said order and the Hon'ble High Court when dismissed

the same by order dated 07.01.2008 after hearing the arguments of both the sides by Award dated 07.02.2008 directed the II Party to reinstate the I Party into service in case he has not attained the age of superannuation and shall be paid 50% of the backwages from the date of removal from service till the date of reinstatement or till the date of attaining the age of superannuation whichever is earlier with continuity of service and all other consequential benefits. When this Award was challenged by the II Party before the Hon'ble High Court of Karnataka in W P No. 5831/2008 the Hon'ble High Court by order dated 18.03.2009 quashed the Award and remanded back for fresh disposal in accordance with law after affording opportunities to both the parties keeping open all the contentions of the parties to be urged before this tribunal. The said Order of the Hon'ble Single Judge was when challenged by the I Party before the Division Bench of Hon'ble High Court of Karnataka in W A No. 3284/2009 by order dated 10.12.2012 dismissed the appeal while accepting the view of the single judge the II Party has to be given opportunity to adduce evidence in support of the charge of misconduct. On receipt of the copy of order of the division bench of the Hon'ble High Court of Karnataka from the I Party while re-registering the reference in the same number and securing the presence of the counsel for the II Party he was directed to adduce the evidence to substantiate the charge levelled against the I Party. Then the learned advocate appearing for the II Party while filing the affidavit of Sh. Haridas, Manager (P&IR) examining him on oath as MW 1 (M) got exhibited Ex M-1(m) to Ex M-35(m) the detailed description of which are narrated in the annexure and while filing the affidavit of Administrative Officer of LIC, Belgaum examined her on oath as MW 2 (M). Then he made a futile attempt to secure the presence of Enquiry Officer who conducted the Domestic Enquiry and two CBI Police Officials namely Sh. H. Ramanath, Sh. J. Ramakrishna Reddy and Sh. Ahamad and as inspite of sufficient opportunity and aid of the court to secure their presence since he could not bring them and examine them the side of the II Party was taken as closed and I Party was called upon to adduce his evidence. Then the I party by filing his affidavit examining him on oath as WW 1 (M) without getting any documents exhibited closed his side. Then when the matter was posted for arguments both sides have filed their written arguments.

6. In view of the facts narrated by me above since the charge against the I Party was that he procured a proposal for insurance of Rs. 1,00,000.00 for Sh. Vasudev Rangappa Jangal in the month of March 1982 with a knowledge that he was uninsurable on account of the fact that he was suffering from neurological problems from child hood, diagnosed as congenital cerebral palsy which was incurable and who had no property in his name and arranged for a medical examination of the said person from

two medical practitioners who had only limit of Rs. 25,000.00 and that an untenable explanation was given with reference to a pointed quarry as to why doctors of the higher limit was not availed off for purposes of examination for the said purpose and thereby failed to comply with regulations of 21 and 24 r/w 39 of LIC of India (Staff) Regulations, 1960 for which any one or more of the penalties prescribed in Regulations 39 could be imposed, in view of the contentions taken by the II Party in the counter statement and the Hon'ble High Court kept open the consideration whether I Party was a workman or not, the points that arises for my consideration are :

Point No. 1: Whether II Party proves that I Party was not a workman and thereby the provisions of ID Act are not attracted?

Point No. 2 : Whether II Party proves the I Party knowing well that Sh. Vasudev Rangappa Jangal was suffering from Neurological problems from childhood diagnosed as congenital cerebral palsy which was incurable, procured a proposal for his insurance of Rs. 1,00,000.00 in the month of March 1982 suppressing the said fact?

Point No. 3 : If yes, whether the punishment imposed upon him removing from service is just and reasonable?

Point No. 4 : What order/Award?

7. On appreciation of the pleadings, oral and documentary evidence brought on record by both the sides in the light of the arguments put forward by their learned advocates my finding on Point No. 1, 2 are in the Negative and No. 3 as does not survive for consideration and No. 4 as per final order for the following :

REASONS

8. There is no dispute about the II Party appointing the I Party as a Development Officer on Probation from 27.09.1974 and confirming him in the Service on 13.12.1976. Since the II Party in Para 1 (b) of the counter statement contended that I Party/Claimant being not a workman this tribunal is not competent to decide this dispute. As far as this contention of the II Party by filing an IA on 18.07.2006 sought for rejection of the reference and on dismissal of the said application by order dated 09.02.2007 it had approached the Hon'ble High Court of Karnataka in W P No. 5944/2007 and the Hon'ble High Court by Order dated 11.04.2007 dismissed the said Writ Petition observing that the impugned order being an interim order it is open to the II Party to challenge the same if the main award goes against it and the said order came to be affirmed by the Division Bench of the Hon'ble High Court in W A No. 1181/2007 by order dated 07.08.2007, the contention of the II Party that I Party being a Development Officer he is not a workman as defined under Section 2(s) of the ID Act as such the reference is not maintainable is open for consideration. In this connection in the written arguments filed by the II party counsel no whisper has been made but on the

other hand the learned advocate appearing for the I Party in his written arguments while referring to the decision of the Hon'ble Supreme Court in the case of S. K. Verma Vs. Mahesh Chandra and another reported in AIR 1984 SC 1462 wherein it is held the Development Officer in LIC is a workman within the meaning of Section 2(s) of the ID Act and also the unreported decision of the Hon'ble High Court of Karnataka in W A No. 367/2006 dated 07.06.2006 wherein also it is held the Development Officer of LIC is a workman under Industrial Dispute Act, he has urged to reject this contention urged on behalf of the II Party. Since the Hon'ble Supreme Court in the case of S. K. Verma Vs. Mahesh Chandra and another reported in AIR 1984 SC 1462 having clearly held that the Development Officer in Life Insurance Corporation cannot be by any stretch of imagination be said to be engaged in any administrative or managerial work, he is a workman as defined under Section 2(s) of the ID Act and no evidence contrary being brought on record in this matter, I find no merit in the contention of the II Party the I Party being not a workman the reference of his dispute before the tribunal as not maintainable. Accordingly, I arrived at conclusion of Answering the Point No. 1 in the Negative.

9. Of course, there is no dispute the I Party having procured a proposal of Insurance of Rs. 1,00,000.00 for Sh. Vasudev Rangappa Jangal in the month of March 1982 arranging for his medical examination from two medical practitioners who had limit of Rs. 25,000.00 each and the said person died within four months from the date of giving his proposal but the I Party has denied knowledge about he was suffering from congenital cerebral palsy. Therefore, it was for the II Party to prove that I Party had knowledge about Sh. Vasudev Rangappa Jangal suffering from congenital cerebral palsy and intentionally suppressing the same while making proposal for his insurance. Since it is admitted by MW 1(M) that before the proposals are accepted they used to be scrutinized in the New Business Department (NBD) and then will be forwarded to the Divisional Office, the Development Officer was not the final authority for acceptance of the proposal and his proposals were being subjected to scrutiny by the NBD. Therefore, if at all I Party had made any deficiency in proposing the insurance for Vasudev Rangappa Jangal it ought to have been sent back to him for rectification or to do the needful. Moreover, no medical evidence being brought on record by examining any doctors to substantiate that the said Vasudev Rangappa Jangal was suffering from Neurological problems from childhood diagnosed as Congenital Cerebral Palsy, since it is an admitted fact that MW 1 (M) had no personal knowledge about the facts of this case and he has given evidence on the basis of the records and no records being brought on record the Sh. Vasudev Rangappa Jangal was suffering from congenital cerebral palsy from his childhood, it is not possible to impute such knowledge to I Party. It appears

in this connection CBI was moved but no evidence is brought on record as to the outcome of its investigation, therefore, it can be presumed that CBI may not have charge sheeted the I Party in this connection. The learned advocate appearing for the II Party made much to secure the presence of the Enquiry Officer of the Domestic Enquiry and two of the CBI Inspectors but I failed to understand what he could have achieved by examining them. Only because Sh. Vasudev Rangappa Jangal whose insurance policy for Rs. 1,00,000.00 was proposed by the I Party died within four months from the date of the said proposal, it is not possible to impute knowledge to the I Party that he was aware of his suffering from congenital cerebral palsy from his childhood and making proposal for his insurance suppressing the same. Under the circumstances, I arrive at conclusion the II Party having miserably failed to prove that I Party with prior knowledge Sh. Vasudev Rangappa Jangal was suffering from congenital cerebral palsy from his childhood made proposal of his policy and thereby cheated it. Accordingly, while arriving to the conclusion of answering the Point No. 2 in the Negative, I am of the opinion that Point No. 3 does not survive for consideration.

10. Since the II Party failed to substantiate the charge levelled against the I Party, its action from removing him from service cannot be sustained. Since the II Party failed to rebut the evidence of the I Party that he is not gainfully employed after his removal from Service and long lapse of time from the date of impugned action till its final conclusion, I feel compensating him by 50% of wages payable to him from the date of impugned removal of service till he attained the age of superannuation would meet the ends of justice. Accordingly, I pass the following

ORDER

The reference is allowed holding that the management of LIC of India is not justified in removing Sh. D S Rangaraddiyavar from service with effect from 21.10.1986 and that he is entitle for continuity of Service with all other consequential benefits that he would have received till the date of attaining superannuation with 50 % of backwages.

(Dictated to U D C, transcribed by him, corrected and signed by me on 24th March 2014).

S. N. NAVALGUND, Presiding Officer

ANNEXURE-I

Documents exhibited on behalf of the Management in Domestic Enquiry :

Ex M-1 : Statement of Dr. Gaddi Ellappa Thippanna dated 21.11.1983 made before and recorded by Sri J. R. K. Reddy, PI/CBI/SPE, Bangalore.

Ex M-2 : Claimant's Statement from Shri Narayan R. Jangal, dated 8th August, 1982.

- Ex M-3 : Statement of Sri S. P. Kolimath, Shesitedar, Taluka Office, Navalgund, Dated 22.11.1983 made before and recorded by Sri J. R. K. Reddy, PI/CBI/SPE, Bangalore.
- Ex M-4 : Certificate of death of late Rangappa Jangal (father of Vasudev R Jangal), dated 22nd Nov. 1983.
- Ex M-5 : Statement of Dr. V. D. Mhapsekar, Medical Practitioner, Hubli, dated 23rd August, 1983, made before and recorded by Sri R. K. Reddy, PI/CBI/SPE, Bangalore.
- Ex M-6 : Statement of Sri N. P. Sunagar, Head Master, Govt. Model Higher Primary Kannada Boys School, Annigeri, dated 26th November, 1983, made before and recorded by Sri J. R. K. Reddy, PI/CBI/SPE, Bangalore.
- Ex M-7 : Abstract of School Admission Register of MCS, Annigere, Book No. 23, relating to registration No. 908 of Late Vasudev R Jangal, certified by Head Master, Govt. Model Higher Primary Kannada Boys School, Annigere, on 26th Nov. 1983.
- Ex M-8 : Statement of Sri Channabasappa Rudrappa Novalgund, Clerk, Town Municipal Corporation, Annigeri, dated 27th Sept. 1983, made before and recorded by Sri J. R. K. Reddy, PI/CBI/SPE, Bangalore.
- Ex M-9 : Letter dated 19.07.1982 from Sri N. R. Jangal, intimating death of Late V. R. Jangal on 13.07.1982 and asking for claim forms.
- Ex M-10 : Statement of Dr. N. R. Patil, Medical Practitioner, Annigeri, dated 21.08.1983 made before and recorded by Sri J. R. K. Reddy, PI/CBI/SPE, Bangalore.
- Ex M-11 : Statement of Sri N. B. Pujar, Clerk, Town Municipal Corporation, Annigeri, dated 28.09.1983 made before and recorded by Sri J. R. K. Reddy, PI/CBI/SPE, Bangalore.
- Ex M-12 : Extract from the Register of Births, containing entries against Sl. No. 31 relating to late Vasudev R Jangal, certified on behalf of the Town Municipal Council, Annigeri, by Sri C. R. Navalgund, Clerk, TMC.
- Ex M-13 : Statement of Sri S B Kademanne, Resident of Annigeri, dated 21st Nov. 1983, made before and recorded by Sri J. R. K. Reddy, PI/CBI/SPE, Bangalore.
- Ex M-14 : Statement of Sri I S Nirody, Administrative Officer, LIC of India, dated 5th July, 1983 made before and recorded by Sri J. R. K. Reddy, PI/CBI/SPE, Bangalore.

Ex M-15 : Copy of letter dated 27th Sept. 1974/16th Oct. 1974 addressed to CSE by the Divisional Manager, LIC of India, Dharwad, offering him appointment as a Probationary Development Officer and detailing the terms and conditions of appointment with Headquarters at Navalgund and area of Operation Navalgund Taluk Exclusively.

Ex M-16 : Copy of letter dated 17th Oct. 1974 from the CSE to the Divisional Manager, LICI, Dharwad accepting the terms of appointment and confirming that he was reported for duty on 16.10.1974, certified true by Sri I. S. Nirody, Administrative Officer, DM's Sectl. Dept., LIC of India, Dharwad.

Ex M-17 : Copy of letter dated 13th Feb. 1976 addressed to the CSE by the Divisional Manager, LIC of India, Dharwad, advising him of his confirmation in the services with effect from 1st Jan. 1976.

Ex M-18 : Service Particulars of CSE under the signature of the Divisional manager, LIC of India, Dharwad, not dated.

Ex M-19 : Statement of Sri R. A. Deshpande, Assistant, NB Department, LIC of India, Dharwad, dated 19th August, 1983 made before and recorded by Sri J. R. K. Reddy, PI/CBI/SPE, Bangalore.

Ex M-20 : Proposal for life insurance in Form No. 300, dated 18th march, 82 with the thumb impression of Late Vasudev R. Jangal, countersigned by two Medical Examiners, Dr. A. S. Yeraguppi and Dr. N. Prahaladmurthy. Proposal attested as witness by Sri G. R. Meti and interpretation clause completed by Sri N. Y. Bannappanavar.

Ex M-21 : Agent's Confidential Report from Sri G. R. Meti dated 20th march, 1982

Ex M-22 : Development Officer's Confidential Report dated 20th March, 1982 from the CSE.

Ex M-23 : Extract of age dated 31st March, 1982 signed for the Branch Manager, Dharwad.

Ex M-24 : Challan for payment of Rs. 3,007/- without date, with details of premium calculation overleaf.

Ex M-25 : Deposit Memorandum No. 58527, dated 31st March, 1982 for Rs. 3,007 from the Branch Office, Dharwad.

Ex M-26 : Deposit Memorandum No. 58592 dated 31.03.1982 for Rs. 63/-.

Ex M-27 : Letter addressed to the Branch Manager, Dharwad, without date from the CSE, requesting acceptance of examination by two Doctors with a limit of Rs. 25,000 each as Doctor with a limit of Rs. 50,000 was out of headquarters.

Ex M-28 : Statement of Sri. V. G. Mulgund, Asst. Branch manager (D), Dharwad Branch Office, dated 20th August, 1983 made before and recorded by Sri J. R. K. Reddy, PI/CBI/SPE, Bangalore.

Ex M-29 : Letter dated 20th August 1983 addressed to Investigation Officer, DBI, Bangalore by Sri V. G. Mulgund regarding agency particulars of Sri G. R. Meti.

Ex M-30 : Statement of Sri N. K. Gurumurthy, Administrative Officer, LIC of India, Dharwad dated 'NIL' confirmed by the witness on 14th August, 1985 during the proceedings as a statement made before and recorded by Sri J. R. K. Reddy, PI/CBI/SPE, Bangalore

Ex M-31 : Proposal Review Slip of Policy No. 64227887 for Rs. 1,00,000/- with a decision dated 31.03.1982.

Ex M-32 : Copy of Policy No. 64227887, dated 14th June, 1982.

Ex M-33 : Original Policy No. 64227887, dated 14th June, 1982.

Ex M-34 : Certificate dated 20th August, 1983 signed for the Divisional Manager, LIC of India, Dharwad, detailing the names of four Doctors appointed by LIC and working at Annigeri and 'aroud areas'.

Ex M-35 : Statement of Sri K. V. Upadhyा, Higher Grade Assistants, LIC of India, Dharwad, Branch Office, dated 20th Aug. 1983 made before and recorded by Sri J. R. K. Reddy, PI/CBI/SPE, Bangalore.

Ex M-36 : Statement of Miss. Lella Malagavi, Assistant, LIC of India, Dharwad Divisional Office, dated 19th August, 1983, made before and recorded by Sri J. R. K. Reddy, PI/CBI/SPE, Bangalore.

नई दिल्ली, 12 मई, 2014

का.आ. 1502.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कार्पोरेशन बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, बैंगलोर के पंचाट (संदर्भ संख्या 1/2006) प्रकाशित करती है, जो केन्द्रीय सरकार को 12/05/2014 को प्राप्त हुआ था।

[सं. एल-12012/107/2005-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 12th May, 2014

S.O. 1502.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref.No. 01/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore, as shown in the Annexure, in the industrial dispute between the management of Corporation Bank, and their workmen, which was received by the Central Government on 12/05/2014.

[No. L-12012/107/2005-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 20th January, 2014

PRESENT : Shri S N NAVALGUND, Presiding Officer

C R No. 01/2006

I Party

Sh. A T Ramareddy,
S/o Sh. Thimmareddy,
R/o Farm House,
Almangala Hoble, Kallahatty Village,
Chitradurga Dt. Since deceased rep. by LR's

II Party

The Chairman,
Corporation Bank,
Head Office,
Mangaladevi Temple Road,
MANGALORE.

1. Smt. Shobha Rama Reddy,

W/o Late A T Rama Reddy

2. Sh. Varun Rama Reddy,

S/o late A T Rama Reddy,

Residing at Farm House,

Almangala Hoble, Kallahatty Village,

Taluk : Hiriyur, Chitradurga Dist.

Appearances :

I Party : Shri M Rama Rao,
Authorised Representative

II Party : Shri Pradeep S Sawkar, Advocate

AWARD

1. The Central Government vide order No. L-12012/107/2005-IR(B-II) dated 19.12.2005 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) made this reference for adjudication with the following schedule:

SCHEDULE

“Whether the action of the management of Corporation Bank is justified in discharging Sh. A. T. Rama Reddy from the services of the Bank? If not, to what relief the workman is entitled?”

2. On receipt of the reference while registering it in CR 01/2006 when notices were issued to both sides I Party entered his appearance through Sh. M. Rama Rao, Secretary, Dharwad District Bank Employees Association and filed his claim statement on 01.02.2006, whereas, the II Party appeared through Sh. Pradeep S Sawkar, Advocate and filed his counter statement on 15.09.2006. After completion of the pleadings having regard to certain allegations made by the I Party in his claim statement touching the Domestic Enquiry while framing a Preliminary Issue as to “Whether the Domestic Enquiry held against the I Party by the II Party is fair and proper?” after receiving the oral and documentary evidence produced by both sides, after hearing their Authorised Representative and Advocate by Order dated 18.02.2011 the said issue came to be answered in the affirmative i.e., the Domestic Enquiry held against the I Party by the II Party is Fair and Proper, posted the matter for hearing arguments on merits. After the cross-examination of the I Party workman since he died his wife came on record as his Legal Representative. The Authorised Representative of the Legal Representative of the I Party and Sh. SRS for PSS filed their Written Arguments and relied upon the following citations:

1. AIR 2004 SC 2135 – UCO Bank and Others Vs. Sanwaramal
2. 2001 (1) SCC 214 – Punjab and Sindh Bank and Others Vs. Sakattar Singh
3. (2005) 5 SCC 337 – Vivekanand Sethi Vs. Chairman, J&K Bank Ltd., and Others
4. (2000) 5 SCC 65 – Syndicate Bank Vs. General Secretary, Syndicate Bank Staff Assn. and another
5. (2009) 9 SC 462 – Regional Manager, Bank of Baroda Vs. Anita Nandrajog
6. 2004 (7) SCC 574 – Delhi Transport Corporation Vs. Sardar Singh
7. 2008 I LLJ 846 SC – L&T Komatsu Ltd., Vs. N. Udayakumar

3. The brief facts leading to this Reference and Award may be stated as under:

4. The deceased I Party workman who joined the II Party Bank as Sub-staff on 27.11.1977 and came to be promoted as Clerk in 1984 while serving at Mandipet Branch, Davangere of the II Party was served with charge sheet dated 22.04.2004 as under :

“You have been working as Clerk at Mandipet, Davangere Branch of the bank since 22.05.2000. It is reported against you as follows :

2. That you are in the habit of remaining unauthorisedly absent from duties in violation of the leave rules applicable to you. That for your such lapses in the past Zonal Office, Hubli in terms of letter bearing No. ZO/PAD/LS/851/2001-02 dated 24.12.2001 imposed upon you the punishment of ‘Warning’. That in spite of the above, you failed to mend your conduct and are remaining unauthorisedly absent from duties continuously since 20.10.2003 without any prior intimation and prior sanction of leave, in utter disregard of the leave rules applicable to you. That further you have so far not submitted any leave application for your absence between the period leave application for your absence between the period 27.04.2003 & 09.06.2003 and between the period 06.08.2003 & 25.08.2003 and for your period of absence from 20.10.2003 onwards.

3. That in this regard Branch Manager, Mandipet, Davangere branch on 30.10.2003 sent a telegram to you, directing you to join duty immediately. That however, you failed to comply with his directions and instead sent a telegram dated 03.11.2003 with message extend leave from 02.11.2003 to 15.11.2003. That on 19.11.2003 you sent one more telegram with message ‘extend leave up to 04.12.2003’. That however you did not join duty even on 05.12.2003. That therefore the Branch Manager, Mandipet, Davangere branch sent a telegram dated 16.01.2004 to you followed by a confirmatory letter, directing you to join duty immediately and informing you that your absence has been treated as unauthorised and also directing you to appear before Dr. T. G. Niranjan, Nandi Hospital, P J Extension, Davangere for a medical check up if you are remaining absent on sick grounds. That however, you failed to comply with his directions and instead sent another telegram dated 28.01.2004 with the message extend leave till ‘07.02.2004’ without giving any reason for the same and without submitting any leave application. That on 11.02.2004 you sent yet another telegram with the message ‘extend leave from 08.02.2004 to 25.02.2004’ without giving any reason for such extension and without submitting any leave application.

4. That by your unauthorised absence as detailed above, you are causing lot of inconvenience for the smooth functioning of the branch.

5. The aforesaid acts and omissions on your part in remaining unauthorisedly absent from duties for prolonged period in utter disregard to the leave rules applicable to you and inconveniencing the smooth functioning of the branch, if proved, would tantamount to :

a. wilful insubordination or disobedience of any lawful and reasonable order of the management or of a superior;

b. doing acts prejudicial to the interest of the Bank and

c. remaining unauthorisedly absent without intimation continuously for a period exceeding 30 days

gross misconducts under clauses 5(e), 5(j) and 5(p) respectively of the Bipartite Settlement applicable to you.

6. A written Domestic Enquiry is hereby ordered into the aforesaid allegations/charges levelled against you.

7. The details regarding the name of the Enquiry Officer and the Presenting Officer will be intimated to you in due course. The date and place of enquiry will be intimated to you by the Enquiry Officer.

8. The list of documents by which and the list of witnesses by whom the management proposed to substantiate the charges levelled against you and a photocopy each of the documents proposed to be relied upon, in the enquiry, are enclosed.

9. You will be given a reasonable opportunity to :

a. Verify the documents the Management wants to rely upon to substantiate the charges levelled against you;

b. Cross-examine the witnesses of the Management;

c. Produce documents you propose to rely upon in your defence and

d. Examine your witness/es.

10. You will be permitted to take the assistance of a representative of the Registered Trade Union of the Bank Employee of which you are a member on the date first notified for the commencement of the enquiry, to defend you at the enquiry.

11. You may offer your explanation, if any, in response to this letter of charge within 10 days of receipt of this letter.

Yours faithfully,

CHIEF MANAGER
Disciplinary Authority”

5. Persuant to the service of the said Charge Sheet the deceased I Party workman who addressed a letter to the Disciplinary Authority dated 15.05.2004 seeking 30 days time to submit his reply and also furnished his address for future communication since even after lapse of 30 days did not submit any explanation to the charge sheet the Disciplinary Authority by his order dated 15.06.2004 ordered to hold the Domestic Enquiry by appointing Sh. S. V. S. Dattatreya as Enquiry Officer and Sh. P. Vivekananda Shenoy as Presenting Officer and later

substituted Sh. K. Raja Mohan as Enquiry Officer on 28.07.2004 and the Enquiry Officers after issuing the notice to the CSE since the same returned unserved with endorsement ‘refused to receive’ and ‘was not available for seven days in the given address for service’ placing him ex parte they received the evidence of Sh. D Manjunath, Branch Manager and Sh. T Pradeep Kumar Patro, Manager (Personnel) as MW 1 and MW 2 tendered by the management and exhibited letter addressed by Manager, Mandipet Branch to the Chief Manager, Disciplinary Cell, Mangalore dated 13.09.2004; Leave applications of the CSE dated 22.04.2003, 26.04.2003, 23.07.2003, 27.08.2003, 15.09.2003 and 06.10.2003; Letter No. OR/048/2004 dated 26.02.2004 of Mandipet, Davangere Branch; letter No. OR/02/2004 dated 30.01.2004 of Mandipet, Davangere Branch; letter No. OR/008/2004 dated 16.01.2004 of Mandipet, Davangere Branch; letter No. OR/033/2004 dated 14.02.2004 of Mandipet, Davangere Branch; leave application dated 15.09.2003; letter No. OR/231/2003 dated 24.09.2003 of Mandipet, Davangere Branch; letter No. OR/277/2003 dated 18.11.2003 of Mandipet, Davangere Branch; letter No. OR/291/2003 dated 25.11.2003 of Mandipet, Davangere Branch; letter ZO/PAD/LS/851/2001-02 dated 24.11.2001; Sanction of leave particulars of AT Rama Reddy; letter ZO/E-6285/2003 dated 25.11.2003 ZO Hubli; letter No. OR/021/2004 dated 30/01/2004 of Mandipet, Davangere Branch; Letter No. ZO/PAD/DISC/832/2003-04 dated 18/11/2003 ZO Hubli; Letter No. ZO/PAD/DISC/OR/901/2004 dated 3/02/2004 ZO Hubli; Letter No. ZO/PAD/DISC/OR/892/2003-04 dated 24/01/2004 ZO Hubli as Ex M-1 to Ex M-22 in their evidence and after receiving the written brief of the Presenting Officer submitted the enquiry finding dated 28.10.2004 holding the charges as proved. Then the Disciplinary Authority by his letter dated 10.11.2004 enclosing the copy of the Enquiry Report and his proposal of imposing the punishment of discharge from service forwarded to the CSE for his reply and as the same was returned undelivered with postal endorsement “The Addressee not available for the last seven days return to sender” the Disciplinary Authority presuming that CSE is deliberately avoiding to receive the communication taking he has no explanation to offer by his order dated 30.11.2004 imposed the punishment of Discharge from Service. Thereafter, when the I Party workman preferred an appeal to the Appellate Authority after affording an opportunity of hearing dismissed the same by its order dated 22.01.2005. Then on CSE approaching the ALC(C), Hubli, for conciliation on his submission of FOC Report dated 02.08.2005 the ministry made this reference for adjudication.

6. The I Party in his claim statement asserts that as per clause 13.13 of the Bipartite Settlement he had to inform his absence from duties on resuming duties with fitness certificates if he had gone on leave on medical grounds and he had followed these guidelines and was intimating

his absence of leave to the II Party through telegrams dated 10.04.2003, 06.06.2003, 07.07.2003, 07.07.2003, 06.08.2003, 07.10.2003, 03.11.2003, 19.11.2003, 02.12.2003, 31.12.2003, 12.01.2004, 28.01.2004, 11.02.2004, 01.03.2004, 02.05.2004, 12.05.2004, 21.06.2004, 03.07.2004, 21.07.2004, 13.09.2004, 21.10.2004 and 13.11.2004 and had also sent leave applications dated 22.04.2003, 20.06.2003, 23.07.2004, 23.07.2003, 27.08.2003, 15.09.2003 and 06.10.2003 and that II Party had neither returned the telegrams, leave applications submitted by him nor passed any order refusing the leave applied by him under communication to him, therefore, he presume that the II Party had sanctioned the leave applied by him and abruptly issued a charge sheet and the Enquiry Officer without serving notice on him placing ex-parte submitted his finding and the same has been accepted by the Disciplinary Authority without application of mind and similarly the Appellate Authority also dismissed his appeal without application of mind as such he is entitle for reinstatement with full backwages, continuity of service and other consequential benefits. Inter alia, the II Party in its counter statement contending that the I Party workman was always in the habit of remaining absent without permission in violation of the Leave Rules and in the past Zonal Office, Hubli for such lapses on his part in terms of letter dated 24.12.2001 had imposed upon him the minor punishment of warning but inspite of it he did not mend his behaviour and continued to remain unauthorisedly absent from duties continuously since 20.10.2003 without prior intimation and prior sanction of leave disregarding the leave rules. It is further contended the I Party who remained absent unauthorisedly without submitting leave application from 27.04.2003 to 09.06.2003 for 43 days, from 06.08.2003 to 25.08.2003 for 20 days was sent with a telegram by the Mandipet Branch Manager on 30.10.2003 directing him to join the duty immediately but he did not report to duty and instead sent a telegram dated 03.11.2003 with a message “extend leave from 02.11.2003 to 15.11.2003” and thereafter without joining on 16.11.2003 he sent another telegram on 19.11.2003 as “extend leave upto 04.12.2003” and even on 05.12.2003 since he did not report Branch Manager, Mandipet sent him another telegram dated 16.11.2004 followed by a confirmatory letter directing him to join duty immediately and further informing that his absence was being treated as unauthorised and that he should appear before Dr. T G Niranjan, Nandi Hospital, PJ Extension, Davangere for medical checkup if he was absent on sick grounds and inspite of it he did not either report to duty or appear before the said Doctor for medical examination and chose to sent another telegram dated 28.01.2004 as “extend leave till 07.02.2004” without giving any reason for the request of extension. Having regard to this conduct on the part of the I Party in remaining unauthorisedly absent from duty in disregard to the leave rules and causing inconvenience for the smooth functioning of the branch amounting to gross misconduct

under clause 5(e), 5(j) and 5(p) of the Bipartite Settlement he was issued with charge sheet dated 22.04.2004 and as he did not offer any explanation to the said charge sheet the order to hold the Domestic Enquiry was passed appointing Sh. S V S Dattatreya as Enquiry Officer and Sh. Vivekananda Shenoy as Presenting Officer and later due to administrative reasons Sh. SVS Dattatreya was substituted by Sh. K Rajmohan as Enquiry Officer and as the notices sent by the Enquiry Officer to the CSE either returned as “Refused” or he was not available for the last seven days left with no option they placed him ex parte and after receiving the evidence tendered by the Presenting Officer submitted a detailed enquiry finding dated 28.10.2004 holding the charges as proved and then the Disciplinary Authority enclosing the copy of the Enquiry Report and his proposal for imposing the punishment of Discharge called upon the CSE to give his explanation/reply and as the same returned with shara that he was not available for seven days to serve presuming that he was avoiding the communication and has no explanation to give the punishment of discharge being imposed and on appeal by the CSE the Appellate Authority after affording opportunity of hearing having dismissed the same by his detailed order dated 22.01.2005 there is no reason to hold the enquiry finding as perverse or the punishment imposed by the Disciplinary Authority and affirmed by the Appellate Authority as disproportionate prayed for Rejection of the Reference.

7. On appreciation of the Charge of unauthorised absence levelled against the I Party with the evidence made available by the management to the Enquiry Officer with the written arguments submitted by both the sides, I find no reason to say the enquiry finding being perverse or the punishment imposed by the Disciplinary Authority affirmed by the Appellate Authority as disproportionate, I arrive at conclusion of rejecting the reference for the following :

REASONS

8. Since the Domestic Enquiry is held as Fair and Proper by passing a detailed order dated 18.02.2011 as provided under Section 11 (a) of the ID Act, this tribunal has to consider the evidence brought on record in the Domestic Enquiry to appreciate the correctness or perversity of the enquiry finding as well as the proportionality of the punishment imposed by the Disciplinary Authority affirmed by the Appellate Authority and cannot consider other evidence like one produced before this tribunal while leading evidence on the Domestic Enquiry issue. Since the documentary evidence produced by the management in the Domestic Enquiry do support and corroborate its contention that the I Party who without applying for leave remained absent from 27.04.2003 to 09.06.2003 for 43 days and 06.08.2003 to 25.08.2003 for 20 days when the Branch Manager sent him a telegram dated 30.10.2003 directing him to join the duty immediately he instead of reporting to

duty on 03.11.2003 simply sent a telegram as “extend leave from 02.11.2003 to 15.11.2003” without whispering anything about his absence from 27.06.2003 to 09.06.2003 for 43 days as well as from 06.08.2003 to 25.08.2003 for 20 days and even after expiry of 15.11.2003 on 16.11.2003 he did not report to duty and on the other hand on 19.11.2003 sent just a telegram as “extend leave upto 04.12.2003” and then even on 05.12.2003 he did not report as a result of which Branch Manager, Mandipet sent another telegram dated 16.01.2004 followed by confirmatory letter directing to join duty immediately and that his absence was being treated as unauthorised with further instruction to appear before Dr. T G Nirajan, Nandi Hospital for Medical checkup if he was absent on medical grounds and inspite of it without reporting for duty or before the said Bank’s Doctor for medical examination he chose to send another bald telegram dated 28.01.2004 as “extend leave upto 07.02.2004” without assigning any reason. Under these circumstances, the Enquiry Officer did not commit any folly in holding the charge as proved. When it is borne out from the records the Disciplinary Authority after receipt of the enquiry finding enclosing its copy and his proposal of imposing the punishment of discharge called upon the I Party for his reply he who wrote a letter dated 15.05.2004 for extending 30 days time to give his explanation since did not care to submit his explanation/reply for over a period of 30 days the Disciplinary Authority had no reason to change his proposal of imposing the punishment of discharge. When such a long absences without getting sanction of leave and the attitude on the part of the I Party not appearing before the Bank Doctor for medical examination since do suggest that the reason of sick was not true as such he did not dare to appear before the Bank Doctor for confirmation of his stand that his absence was due to sickness. Such a long absence and attitude on the part of the I Party since do suggest that the he had no mind to continue his service, the punishment imposed by the Disciplinary Authority affirmed by the Appellate Authority cannot be said to be disproportionate to the proved misconduct. In the result, having arrived at conclusion that there are no reasons to say the finding of the Enquiry Officer is perverse and punishment imposed by the Disciplinary Authority affirmed by the Appellate Authority is disproportionate, I pass the following

ORDER

The Reference is Rejected holding that the action of the management of Corporation Bank in discharging Sh. A T Ramareddy from the Services of the Bank is justified and that his Legal Representative/Wife is not entitle for any relief.

(Dictated to U D C, transcribed by him, corrected and signed by me on 20th January, 2014)

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 12 मई, 2014

का.आ. 1503.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बैंगलोर के पंचाट (17/2008) प्रकाशित करती है जो केन्द्रीय सरकार को 12/05/2014 को प्राप्त हुआ था।

[सं. एल-12011/124/2007-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 12th May, 2014

S.O. 1503.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 17/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore, as shown in the Annexure, in the industrial dispute between the management of Bank of Maharashtra and their workmen, received by the Central Government on 12/05/2014.

[No. L-12011/124/2007-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

Dated : 7th February, 2014

PRESENT : Shri S. N. NAVALGUND, Presiding Officer
C R No. 17/2008

I Party

The Joint Secretary,
BOMEU - Mumbai (AIBEA),
C/o Bank of Maharashtra,
343, 3rd Main SFS – 407,
4th Phase, Yelahanka New Town,
Bangalore – 560 064.

II Party

The Assistant General Manager,
Bank of Maharashtra,
2d Floor, 15, Police Station Road,
Basawanagudi, Bangalore – 560 004.

APPEARANCES

I Party : Shri Muralidhara, Advocate

II Party : Shri Ramesh Upadhyay, Advocate

AWARD

1. The Central Government vide order No. L-12011/124/2007-IR(B-II) dated 21.02.2008 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14

of 1947) made this reference for adjudication with the following schedule:

SCHEDULE

“Whether the action of the management of Bank of Maharashtra, Bangalore Karnataka State in imposing the punishment of Compulsory Retirement from service on Shri Vijaya Singh Chavan, Ex-Daftary is justified? If not, to what relief the workman is entitled to?”

2. On receipt of the reference while registering it in C R 17/2008 when notices were issued to both the parties, they entered their appearance through their respective advocates and I party claim statement came to be filed on 28.03.2008, whereas, the counter statement of the II Party on 01.07.2010.

3. After completion of the pleading having regard to certain allegations made in the claim statement a Preliminary Issue was raised as to whether the Domestic Enquiry held against the I Party by the II party is fair and proper?, and after receiving evidence adduced by both the sides hearing the arguments of the learned advocates since the said issue by order dated 05.05.2011 came to be answered in the Affirmative i.e., the Domestic Enquiry conducted was fair and proper, the points that now remains for my consideration are :

Point No. 1 : Whether the finding of the Enquiry Officer charge is proved is perverse?

Point No. 2 : If not, whether the punishment imposed for the proved misconduct is disproportionate?

Point No. 3 : What Order/Award?

4. The brief facts leading to this reference and award may be stated as under :

5. While the I Party workman Vijay Singh Chavan was working as Daftary at Hospet Branch of the II Party he was issued with charge sheet dated 04.03.2005 as under :

“Charge Sheet

It has been reported by our Hospet branch as under :—

1. Hospet branch has allowed cash withdrawals of Rs. 15,000.00 on 16.04.2004, and Rs. 20,000.00 on 17.04.2004 and Rs. 35,000.00 on 23.04.2004 from the SB Account No. 9328 of Shri Arjunappa against the withdrawal slips. Subsequently it was reported by Shri Arjunappa that he had not signed those withdrawal slips. It was revealed that those withdrawals were presented without the passbook.

2. Subsequent investigation into those payments had revealed that B. Narayan Singh S/o Bhopal Singh had withdrawn the amount by forging the signature of Shri Arjunappa. He had informed that you and Shri M B Joshi (Clerk) had advised him to withdraw the amount from the account of Shri Arjunappa and provided him with the

Specimen signature to Shri B Narayan Singh, for the purpose of forging and advised him to approach Shri M B Joshi only for getting the withdrawal slips posted without passbook of account No. 9328. He further stated that out of the money so withdrawn, he had paid Rs. 35,000.00 to you on 23.04.2004.

In view of this the Bank charges you as under :

- (a) Your action of providing the Specimen signature to Shri B Narayan Singh for the purpose of forging the signature of Shri Arjunappa, is an act which is subversive of the discipline, which is an act prejudicial to the interest of the bank, which is an act of gross misconduct under Cl. 19.5(j) of the Bi-partite Settlement.
- (b) Your action of receiving Rs. 35,000.00 part of the amount withdrawn by forging the signature, from Shri B Narayan Singh, is an act which is subversive of the discipline, which is an act prejudicial to the interest of the bank, which is an act of gross misconduct under Cl. 19.5(j) of the Bi-partite Settlement.

Hence, it is decided to conduct Departmental enquiry against you. The enquiry would be conducted by Shri S.Sampath, Branch Manager, Service Branch, Bangalore, who is appointed as Enquiry Officer who will advise you about the date, time and place of the enquiry.

You will be permitted to be defended by a representative of a registered trade union of bank employees of which you are a member on the date first notified for the commencement of the enquiry; and if you are not a member of any trade union of bank employees on the aforesaid date, by a representative of a registered trade union of the employees of the bank in which you are employed.

OR

At the request of the said union by a representative of the State Federation or all India Organisation to which such union is affiliated. You will be permitted to produce your evidence, to examine witnesses in your defence and to cross-examine the witnesses brought by the Bank against you at the enquiry.

Please note that the enquiry may be proceeded with in your absence if you do not appear at the appointed date, time and place of the enquiry.

Necessary documents in support of charge sheet are enclosed, as detailed in the Annexure. Bank reserves its right to add any documents. List of witnesses will be made known in the course of enquiry.”

6. It appears as I Party did not give any reply/explanation to the charge sheet the Disciplinary Authority ordered for holding the Domestic Enquiry appointing

Sh. S Sampath, Branch Manager as Enquiry Officer and Sh. C D Dilip Kumar, Manager as Presenting Officer and the Enquiry Officer securing the presence of the I Party observing the formalities of preliminary hearing since I Party denied the charges against him while recording the evidence of Sh. S M Pujari, Manager, Champapaet Branch, Sh. Arjunappa, Customer, Sh. Mahendra Kumar G Jain, Customer, Sh. Sha Ratan Chand, Customer, Sh. Vaktaram Chowdary Customer and exhibiting Ex M-1 to Ex M- 26 the detailed description of which are narrated in the annexure and as CSE/I Party did not choose to either examine himself or any witnesses but got exhibited one document i.e. the CO Circular No. AX 1/VIG/Cir.55/2005 dated 04.01.2006 of Vigilance Department as Ex D-1 after receiving the written brief filed by the Defence Representative and Presenting Officer the Enquiry Officer submitted his enquiry report to the Disciplinary Authority on 12.06.2006 as Charges stands proved. The Disciplinary Authority after issuing second show cause notice and affording an opportunity of hearing imposed the punishment of Compulsory Retirement from Service and on appeal by the CSE/I Party to Deputy General Manager and Appellate Authority he also after affording an opportunity of hearing confirmed the punishment imposed by the Disciplinary Authority. Aggrieved by the same when the CSE/I Party approached the ALC(C), Bellary for conciliation and as he submitted FOC Report dated 11.12.2007 the Central Government made this reference for adjudication.

7. The CSE/I Party in his claim statement while claiming that a false charge sheet was filed against him to save the skin of the responsible officers for the alleged act of passing the forged withdrawal slips and the Enquiry Officer in a hurried manner without any direct or circumstantial evidence against him having shown the specimen signature of the customer Arjunappa to Sh. Narayan Singh who allegedly withdrawn a sum of Rs. 15000.00, 25000.00 and 35000.00 dated 16.04.2004, 17.04.2004 and 23.04.2004 forging his signatures held him guilty of the charges same is perverse and even otherwise the punishment of compulsory retirement is disproportionate submits that he is entitle for reinstatement with backwages, continuity of services and all other consequential benefits. Interalia, in the counter statement it is contended the enquiry report being based on the evidence made available by the management and punishment of compulsory retirement imposed by the Disciplinary Authority and confirmed by the Appellate Authority being proportionate, the reference is liable to be rejected.

8. As already adverted to by me above the Domestic Enquiry being held as fair and proper observing that the non-examination of Sh. Narayana Singh author of Ex M-25 alleging that CSE and M B Joshi, Clerk shown him the specimen signature of Arjunappa the Account holder and assisted him to forge his signatures on the withdrawal

slips whether sufficient to accept the charge is a matter to be considered while considering the finding of the Enquiry Officer now I have to appreciate the evidence brought on record by the management as to whether same is sufficient to support the finding of the Enquiry Officer charge stands proved.

9. The evidence of none of the five witnesses examined by the management point out finger towards the CSE/I Party either directly or indirectly he having shown the specimen signature of the SB Account holder Arjunappa to Narayan Singh or receiving from his part of the withdrawn amount to the extent of Rs. 35000.00 who allegedly submitted forged vouchers and drawn amount from his account. The Enquiry Officer without testifying Narayan Singh allegedly gave a letter of confession having withdrawn money by submitting forged withdrawal slips from the account of Arjunappa being assisted by Sh. M B Joshi, Clerk and CSE/I Party through letter produced at Ex M-25 could not have placed reliance on such a letter. Even if the said Narayan Singh admitted having submitted forged withdrawal slip to draw the money from the account of SB A/c Arjunappa unless as regard his allegations that he was aided by CSE/I Party by showing the specimen signature of Arjunappa testified himself by giving evidence in the enquiry such a statement that finds in his letter at Ex M-25 could not have been relied upon by the Enquiry Officer. The learned advocate appearing for the II Party who was unable to point out any circumstantial or direct evidence against the CSE/I Party he having advised B Narayan Singh to withdraw the amount from the account of Sh. Arjunappa showing him the specimen signature for the purpose of forging his signatures on the vouchers and alter receiving Rs. 35000.00 from him simply submitted that since the CSE/I Party did not give any reply to the charge sheet that itself is sufficient to hold him guilty of the charges levelled against him. With due respect to the learned advocate appearing for the II party his argument is bereft of any merits because only because the CSE/I Party failed to give his reply to the charge sheet itself is proof of the charges levelled against him there was no need for the management to proceed to hold the Domestic Enquiry. In other words as CSE failed to give his reply to the charge sheet it can be presumed that he denied the charges as such the management decided to hold the Domestic Enquiry. Therefore, unless the management placed cogent evidence before the Enquiry Officer, the Enquiry Officer only because the CSE had not given reply to the Charge Sheet could not hold charge as being proved. In my considered view in the absence of Sh. Narayan Singh testifying himself as regards the contents of his letter at Ex M-25 involving I Party the Enquiry Officer erred in placing reliance on Ex M-25 in coming to the conclusion the charges as stands proved. In other words, in the absence of the evidence of Sh. Narayan Singh the Enquiry

Officer holding the charge as stands proved is perverse and is not sustainable.

10. Since the Disciplinary Authority on the basis of such a perverse finding imposed the punishment of compulsory retirement and same came to be upheld by the Appellate Authority they are unsustainable. Accordingly, while answering the Point No. 1 in the affirmative and Point No. 2 as does not survive for consideration since the II Party failed to rebut the evidence of the I Party that he is not gainfully employed after receiving the impugned punishment he is entitle for reinstatement with full backwages, continuity of service and all other consequential benefits that he would have received in the absence of the impugned punishment of compulsory retirement. In the result, I pass the following

ORDER

The reference is allowed holding that the action of the management of Bank of Maharashtra, Bangalore Karnataka State in imposing the punishment of compulsory retirement from service on Shri Vijaya Singh Chavan, Ex-Daftary is not justified and that he is entitle for Reinstatement into Service with full backwages, continuity of service and all other consequential benefits that he would have received in the absence of the impugned punishment of compulsory retirement.

(Dictated to U D C, transcribed by him, corrected and signed by me on 7th February 2014)

S. N. NAVALGUND, Presiding Officer

ANNEXURE-I

Documents exhibited on behalf of the Management in Domestic Enquiry :

- Ex M-1 : Charge Sheet No. AX 27.RO.STAFF.DA-H-13.2004-05 dated 4.3.2005 issued by the DA to CSE.
- Ex M-2 : Certified copy of Muster Roll of Hospet Branch for the month of April 2004.
- Ex M-3 : Account opening form of SB Account No. 9328 of Shri Arjunappa.
- Ex M-4 : Withdrawal slip dated 16.4.2004 for Rs. 15,000 of SB A/c No. 9328.
- Ex M-5 : Withdrawal slip dated 17.4.2004 for Rs. 20,000 of SB A/c No. 9328.
- Ex M-6 : Withdrawal slip dated 23.4.2004 for Rs. 35,000 of SB A/c No. 9328.
- Ex M-7 : Office copy of police complaint dated 12.5.2004 lodged by Hospet Branch with Town Police Station, Hospet.
- Ex M-8 : Acknowledgement No. 0169153 dated 14.5.2004 issued by the Town Police Station, Hospet, for above complaint.

Ex M-9 : Certified copy of Specimen signature slip of SB A/c. No. 9328

Ex M-10 : Certified copy of statement of account of SB A/c. No. 9328 of Arjunappa for the period 01.01.2003 to 10.05.2004

Ex M-11 : Office copy of letter dated 27.04.2004 of Hospet Branch to Regional Manager, Bangalore, reporting the incidents

Ex M-12 : Letter dated 30.4.2004 of Hospet Branch to Town Police Station, Hospet

Ex M-13 : Letter dated 7.5.2004 of Bangalore Regional Office to Hospet Branch

Ex M-14 : Office Credit Voucher dated 31.5.2004 for Rs. 10,000/-

Ex M-15 : Office Credit Voucher dated 31.5.2004 for Rs. 20,000/-

Ex M-16 : Office Credit Voucher dated 16.6.2004 for Rs. 10,000/-

Ex M-17 : Office Credit Voucher dated 1.7.2004 for Rs. 10,000/-

Ex M-18 : Office Credit Voucher dated 12.7.2004 for Rs. 19,000/-

Ex M-19 : Office Credit Voucher dated 28.7.2004 for Rs. 1,000/-

Ex M-20 : Letter dated 28.7.2004 of Hospet Branch to Bangalore Regional Office

Ex M-21 : Cheque No. 181176 dated 15.4.2004 for Rs. 20,000/- issued by G. S. Palrecha

Ex M-22 : Cheque No. 181186 dated 30.4.2004 for Rs. 30,000/- issued by G. S. Palrecha

Ex M-23 : Copy of pass book of SB A/c No. 9328

Ex M-24 : Letter dated 27.4.2005 of Shri Arjunappa to Hospet Branch

Ex M-25 : Letter dated 29.5.2004 of Shri B. Narayan Singh to Hospet Branch

Ex M-26 : Letter dated 31.5.2004 of Shri Bhopal Singh to Hospet Branch

नई दिल्ली, 12 मई, 2014

का.आ. 1504.—राष्ट्रपति, केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय नं. 1, दिल्ली के पद हेतु लिंक अधिकारी के रूप में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय नं. 2, दिल्ली के पीठासीन अधिकारी श्री हरबंस कुमार सक्सैना को दिनांक 01-05-2014 से 30-05-2014 तक अथवा अगले आदेशों तक, इनमें से जो भी पहले हो तब तक के लिए अतिरिक्त कार्यभार संपते हैं।

[सं. ए-11016/03/2009-सी.एल.एस.-II (भाग)]

एस. के. सिंह, अवर सचिव

New Delhi, the 12th May, 2014

S.O. 1504.—The President is pleased to entrust the additional charge of the post of Presiding Officer of the CGIT-cum-Labour Court No. 1, Delhi to Sh. Harbansh Kumar Saxena, Presiding Officer, CGIT-cum-Labour Court No. 2, Delhi w.e.f. 01-05-2014 to 30-05-2014 or till further orders, Whichever is earlier.

[No. A-11016/03/2009-CLS-II (Pt.)]

S.K. SINGH, Under Secy.

नई दिल्ली, 12 मई, 2014

का.आ. 1505.—राष्ट्रपति, केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कानपुर के रिक्त पद हेतु लिंक अधिकारी के रूप में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, लखनऊ के पीठासीन अधिकारी डा. मंजू निगम को 28-04-2014 से छः माह की अवधि तक अथवा नियमित पदधारण की नियुक्ति होने तक अथवा अगले आदेशों तक, इनमें से जो भी पहले हो तब तक के लिए अतिरिक्त कार्यभार संपते हैं।

[सं. ए-11016/03/2009-सी.एल.एस.-II (भाग)]

एस.के. सिंह, अवर सचिव

New Delhi, the 12th May, 2014

S.O. 1505.—The President is pleased to entrust the additional charge of the post of Presiding Officer of the CGIT-cum-Labour Court, Kanpur to Dr. Manju Nigam, Presiding Officer, CGIT-cum-Labour Court, Lucknow for a period of six months with effect from 28-04-2014 or till the post is filled on regular basis or until further orders whichever is earlier.

[No. A-11016/03/2009-CLS-II (Pt.)]

S.K. SINGH, Under Secy.

नई दिल्ली, 16 मई, 2014

का.आ. 1506.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ऑयल कारपोरेशन लिमिटेड के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ संख्या 150/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 9/05/2014 को प्राप्त हुआ था।

[सं. एल-30012/50/2012-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 16th May, 2014

S.O. 1506.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 150/2012) of the Central Government Industrial Tribunal/Labour Court No. 1, Delhi now as shown in the Annexure in the Industrial

Dispute between the employers in relation to the management of Indian Oil Corporation Limited and their workman, which was received by the Central Government on 9/5/2014.

[No.L-30012/50/2012 -IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX: DELHI

I.D. No. 150/2012

Shri Raj Pal Singh,
S/o Shri Heera Lal,
R/o Village Bhiasru Khurd,
Post Sapla,
Distt, Rohtak, Haryana. Workman

Versus

1. The Manager,
Indane Gas Terminal,
M/s IOCL, Tikari Kalan,
Delhi-110041.
2. M/s Beehive Security and Surveillance,
H. No. 43, Rathi Enclave,
New Roshan Vihar,
Kakraula More, Najafgarh,
New Delhi-110043. Management

AWARD

Indian Oil Corporation Ltd. (in short the Corporation) deals with procurement, export, import, refining, storage, transportation, sale and distribution of petroleum products and crude oil. The Corporation owns and operates many refineries in India. It recruits its work force, in consonance with the recruitment rules. Jobs, which are of intermittent/casual/sporadic in nature, are got performed through employees of a contractor. The Corporation engages security guards through a contractor, registered with Directorate General of Resettlement, Ministry of Defence, Government of India, New Delhi. Directorate General of Resettlement has formulated a scheme for benefit and employment of ex-servicemen and the contractors, registered with it, follow the said scheme. M/s Beehive Security and Surveillance (in short the Contractor) is one of security agencies, registered with the Directorate General of Resettlement and provides security guards to the Corporation.

2. Shri Raj Pal Singh was engaged as a security guard by the Contractor to work at Tikri Kalan Depot, Delhi, of the Corporation. He served there since 07.08.2010. In October, 2011, he resigned his job and obtained full and final settlement of his dues from the Contractor. Subsequently, he perceived that the amount, paid to him by the Contractor towards full and final settlement of his

dues, was meager. He raised a demand for reinstatement in service of the Contactor, which demand was not conceded to. Therefore, he raised a dispute before the Conciliation Officer. Since his claim was contested by the Contractor, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-30012/50/2012-IR(M), New Delhi dated 15.10.2012 with following terms:

“Whether action of the management of M/s Beehive Security & Surveillance in terminating services of Shri Raj Pal Singh, S/o Shri Heera Lal from Indian Oil Corporation Depot, Tikri Kalan, Delhi, with effect from 20.08.2011 is legal and justified? What relief the workman is entitled to?”

3. Claim statement was filed by Shri Raj Pal Singh pleading therein that he was engaged as Security Guard by the Contractor on 07.08.2010. He performed his duties at Tikri Kalan Depot of the Corporation regularly and punctually. He was made to work overtime, for which overtime allowance was not paid. He demanded overtime allowance for overtime work performed by him, which demand irked the contractor. His services were illegally terminated in August, 2011, without giving one months' notice or pay in lieu thereof. His salary for last several months remained unpaid. Action of termination of his services is illegal and void ab initio. He claims reinstatement in service of the Contractor with continuity and full back wages.

4. The Corporation contests the claim pleading that job for performance of works of intermittent/casual/sporadic in nature, was assigned to the Contractor. The Contractor engaged his employees to carry out his contractual obligations. There was no relationship of employer and employee between the claimant and the Corporation. The Corporation has followed provisions of Contract Labour (Regulation and Abolition) Act, 1970. No cause has been made out against the Corporation. Claim put forth by the claimant is liable to be dismissed.

5. The Contractor dispels the claim pleading that the claimant resigned his services voluntarily in October, 2011 and accepted a sum of Rs.5556.00 towards full and final settlement of his dues. Since the claimant himself resigned the job, there was no occasion for the Contractor to terminate his services. Claimant was engaged as a security guard on 07.08.2010, as projected by the Contractor. His wages were paid in time. His services were not satisfactory. He used to behave indecently on many occasions. Since the Contractor has not taken any action to dispense with the services of the claimant, there was no occasion to give one months' notice or pay in lieu thereof, besides retrenchment compensation. Claim put forward is not maintainable and is liable to be dismissed, pleads the Contractor.

6. Claimant was called upon to adduce evidence to substantiate his claim. Instead of bringing evidence on record to establish his claim, claimant opted to abandon the proceedings since 30.07.2013. The Tribunal was constrained to proceed with the matter under rule 22 of Industrial Disputes (Central) Rules, 1957 and evidence of the claimant was closed.

7. Shri Ajay Pandey, Officer Incharge, tendered his affidavit as evidence on behalf of the Contractor. Since none was there on behalf of the claimant, opportunity could not be accorded to him to purify facts unfolded by Shri Pandey through an ordeal of cross examination. No other witness was examined by the Contractor. Corporation opted not to examine any witness.

8. Arguments were heard at the bar. None came forward on behalf of the claimant to present facts. Shri Ajit Singh, authorized representative, advanced arguments on behalf of the Contractor. Shri Naveen Kumar Chaudhary, authorized representative, raised submissions on behalf of the Corporation. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:-

9. Shri Ajay Pandey swears in his affidavit dated 03.04.2014, tendered as evidence, that the claimant joined services of the Contractor on 07.08.2010. His last drawn wages were Rs.7592.00 Claimant resigned the job and took full and final settlement of his dues in October, 2011. Receipt was executed by him in that regard, which is Ex.MW1/2. He was paid his dues in cash. Facts unfolded by Shri Pandey remained un-assailed. An un-assailed testimony is to be accepted as true, unless it contains some inherent defects, having bearing on its veracity. Since facts unfolded by Shri Pandey nowhere suffers from any defect, which may give inference to the effect that he is not a reliable witness, his testimony is found to be acceptable.

10. As emerge out of his testimony, which gets reaffirmation from the documents, referred above, that the claimant tendered his resignation, accepted full and final settlement of his dues and left services of the Contractor for good. The fact that he accepted his full and final settlement of his dues makes it apparent that the claimant resigned from service on his own. These facts are sufficient to conclude that the claimant left his services on his own and marched away in search of greener pastures. Under these circumstances, the claimant cannot agitate that his services were terminated by the Contractor. It cannot be said that the services of the claimant were terminated/discontinued by the Contractor with effect from 20.08.2011.

11. The Contractor could establish that it had not initiated any action to dispense with the services of the claimant. Hence, it cannot be said that the Contractor terminated his services, which act amounts to retrenchment,

as defined in section 2(oo) of the Industrial Disputes Act, 1947 (in short the Act). By any stretch of imagination, it cannot be said that action of the Contractor, in accepting resignation of the claimant, amounts to retrenchment. Therefore, provisions of section 25F of the Act does not come into play.

12. No case has been projected by the claimant for application of provisions of section 25G and 25H of the Act. It is evident that the claimant is not entitled to any intervention by this Tribunal. When he himself resigned the job, no occasion would arise to assess legality and justifiability of action of the Contractor in that regard. The claimant is not entitled to any relief, not to talk of relief of reinstatement in service with continuity and full back wages. His claim statement is brushed aside. An award is, accordingly, passed.

Dated : April 3, 2014

Dr. R.K. YADAV, Presiding Officer

नई दिल्ली, 16 मई, 2014

का.आ. 1507.——औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ऑयल कारपोरेशन लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ संख्या 152/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 9/05/2014 को प्राप्त हुआ था।

[सं. एल-30012/52/2012-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 16th May, 2014

S.O. 1507.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 152/2012) of the Central Government Industrial Tribunal/Labour Court No.1, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation Limited and their workman, which was received by the Central Government on 9/5/2014.

[No.L-30012/52/2012 -IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 1,
KARKARDOOMA COURTS COMPLEX : DELHI**

I.D. No. 152/2012

Shri Naresh Chander,
S/o Shri Ram,
R/o VPO Baproda, Distt. Jhajjar,
Haryana

... Workman

Versus

1. The Manager,
Indane Gas Terminal,
M/s IOCL, TikariKalan,
Delhi-110041.
2. M/s Beehive Security and Surveillance,
H. No. 43, Rathi Enclave,
New Roshan Vihar,
Kakraula More, Najafgarh,
New Delhi-110043.

...Management

AWARD

Indian Oil Corporation Ltd. (in short the Corporation) deals with procurement, export, import, refining, storage, transportation, sale and distribution of petroleum products and crude oil. The Corporation owns and operates many refineries in India. It recruits its work force, in consonance with the recruitment rules. Jobs, which are of intermittent/casual/sporadic in nature, are got performed through employees of a contractor. The Corporation engages security guards through a contractor, registered with Directorate General of Resettlement, Ministry of Defence, Government of India, New Delhi. Directorate General of Resettlement has formulated a scheme for benefit and employment of ex-servicemen and the contractors, registered with it, follow the said scheme. M/s Beehive Security and Surveillance (in short the Contractor) is one of security agencies, registered with the Directorate General of Resettlement and provides security guards to the Corporation.

2. Shri Naresh Chander was engaged as a gunman by the Contractor to work at Tikri Kalan Depot, Delhi, of the Corporation. He served there since 01.08.2010. On 30.03.2012, he resigned his job and obtained full and final settlement of his dues from the Contractor. Subsequently, he perceived that the amount, paid to him by the Contractor towards full and final settlement of his dues, was meager. He raised a demand for reinstatement in service of the Contractor, which demand was not conceded to. Therefore, he raised a dispute before the Conciliation Officer. Since his claim was contested by the Contractor, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, *vide* order No.L-30012/52/2012-IR(M), New Delhi dated 28.10.2012 with following terms:

“Whether action of the management of M/s Beehive Security & Surveillance in terminating services of Shri Naresh Chander, S/o Shri Ram from Indian Oil Corporation Depot, Tikri Kalan, Delhi, with effect from 20.08.2011 is legal and justified? What relief the workman is entitled to?”

3. Claim statement was filed by Shri Naresh Chander pleading therein that he was engaged as Security Guard by the Contractor on 01.08.2010. He performed his duties

at Tikri Kalan Depot of the Corporation regularly and punctually. He was made to work overtime, for which overtime allowance was not paid. He demanded overtime allowance for overtime work performed by him, which demand irked the contractor. His services were illegally terminated in October, 2011, without giving one months' notice or pay in lieu thereof. His salary for last several months remained unpaid. Action of termination of his services is illegal and void ab initio. He claims reinstatement in service of the Contractor with continuity and full back wages.

4. The Corporation contests the claim pleading that job for performance of works of intermittent/casual/sporadic in nature, was assigned to the Contractor. The Contractor engaged his employees to carry out his contractual obligations. There was no relationship of employer and employee between the claimant and the Corporation. The Corporation has followed provisions of Contract Labour (Regulation and Abolition) Act, 1970. No cause has been made out against the Corporation. Claim put forth by the claimant is liable to be dismissed.

5. The Contractor dispels the claim pleading that the claimant resigned his services voluntarily in March, 2012 and accepted a sum of Rs.7408.00 towards full and final settlement of his dues. Since the claimant himself resigned the job, there was no occasion for the Contractor to terminate his services. Claimant was engaged as a security guard on 01.08.2010, as projected by the Contractor. His wages were paid in time. His services were not satisfactory. He used to behave indecently on many occasions. Since the Contractor has not taken any action to dispense with the services of the claimant, there was no occasion to give one months' notice or pay in lieu thereof, besides retrenchment compensation. Claim put forward is not maintainable and is liable to be dismissed, pleads the Contractor.

6. Claimant was called upon to adduce evidence to substantiate his claim. Instead of bringing evidence on record to establish his claim, claimant opted to abandon the proceedings since 30.07.2013. The Tribunal was constrained to proceed with the matter under rule 22 of Industrial Disputes (Central) Rules, 1957 and evidence of the claimant was closed.

7. Shri Ajay Pandey, Officer Incharge, tendered his affidavit as evidence on behalf of the Contractor. Since none was there on behalf of the claimant, opportunity could not be accorded to him to purify facts unfolded by Shri Pandey through an ordeal of cross-examination. No other witness was examined by the Contractor. Corporation opted not to examine any witness.

8. Arguments were heard at the bar. None came forward on behalf of the claimant to present facts. Shri Ajit Singh, authorized representative, advanced arguments on behalf of the Contractor. Shri Naveen Kumar Chaudhary, authorized representative, raised submissions on behalf

of the Corporation. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:-

9. Shri Ajay Pandey swears in his affidavit dated 03.04.2014, tendered as evidence, that the claimant joined services of the Contractor on 01.08.2010. His last drawn wages were Rs.8372.00. Claimant resigned the job and took full and final settlement of his dues on 30.03.2012. Receipt was executed by him in that regard, which is Ex.MW1/2. He was paid his dues through cheque No.001000 dated 30.03.2012 drawn for a sum of Rs.7408.00 on Dwarka branch of Bank of Baroda. Photocopy of the said cheque is Ex.MW1/3. Facts unfolded by Shri Pandey remained un-assailed. An un-assailed testimony is to be accepted as true, unless it contains some inherent defects, having bearing on its veracity. Since facts unfolded by Shri Pandey nowhere suffers from any defect, which may give inference to the effect that he is not a reliable witness, his testimony is found to be acceptable.

10. As emerge out of his testimony, which gets reaffirmation from the documents, referred above, that the claimant tendered his resignation, accepted full and final settlement of his dues and left services of the Contractor for good. The fact that he accepted his full and final settlement of his dues makes it apparent that the claimant resigned from service on his own. These facts are sufficient to conclude that the claimant left his services on his own and marched away in search of greener pastures. Under these circumstances, the claimant cannot agitate that his services were terminated by the Contractor. It cannot be said that the services of the claimant were terminated/discontinued by the Contractor with effect from 20.08.2011.

11. The Contractor could establish that it had not initiated any action to dispense with the services of the claimant. Hence, it cannot be said that the Contractor terminated his services, which act amounts to retrenchment, as defined in section 2(oo) of the Industrial Disputes Act, 1947 (in short the Act). By any stretch of imagination, it cannot be said that action of the Contractor, in accepting resignation of the claimant, amounts to retrenchment. Therefore, provisions of section 25F of the Act does not come into play.

12. No case has been projected by the claimant for application of provisions of section 25G and 25H of the Act. It is evident that the claimant is not entitled to any intervention by this Tribunal. When he himself resigned the job, no occasion would arise to assess legality and justifiability of action of the Contractor in that regard. The claimant is not entitled to any relief, not to talk of relief of reinstatement in service with continuity and full back wages. His claim statement is brushed aside. An award is, accordingly, passed.

Dr. R.K. YADAV, Presiding Officer

Dated : April 3, 2014

नई दिल्ली, 16 मई, 2014

का.आ. 1508.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ऑयल कारपोरेशन लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ संख्या 5/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 9/05/2014 को प्राप्त हुआ था।

[सं. एल-30012/70/2012-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 16th May, 2014

S.O. 1508.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 5/2013) of the Central Government Industrial Tribunal/Labour Court No.1, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation Limited and their workman, which was received by the Central Government on 9/5/2014.

[No.L-30012/70/2012 -IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX : DELHI

I.D. No. 5/2013

Shri Rajender Singh
S/o Shri Chunni Lal,
R/o Village & Post Office Kutub Garh,
Delhi ... Workman

Versus

1. The Manager,
Indane Gas Terminal,
M/s IOCL, Tikari Kalan,
Delhi-110041.
2. M/s Beehive Security and Surveillance,
H. No. 43, Rathi Enclave,
New Roshan Vihar,
Kakraula More, Najafgarh,
New Delhi-110043Management

AWARD

Indian Oil Corporation Ltd. (in short the Corporation) deals with procurement, export, import, refining, storage, transportation, sale and distribution of petroleum products and crude oil. The Corporation owns and operates many

refineries in India. It recruits its work force, in consonance with the recruitment rules. Jobs, which are of intermittent/casual/sporadic in nature, are got performed through employees of a contractor. The Corporation engages security guards through a contractor, registered with Directorate General of Resettlement, Ministry of Defence, Government of India, New Delhi. Directorate General of Resettlement has formulated a scheme for benefit and employment of ex-servicemen and the contractors, registered with it, follow the said scheme. M/s Beehive Security and Surveillance (in short the Contractor) is one of security agencies, registered with the Directorate General of Resettlement and provides security guards to the Corporation.

2. Shri Rajender Singh was engaged as a security guard by the Contractor to work at Tikri Kalan Depot, Delhi, of the Corporation. He served there since 19.11.2010. In November, 2011, he resigned his job and obtained full and final settlement of his dues from the Contractor. Subsequently, he perceived that the amount, paid to him by the Contractor towards full and final settlement of his dues, was meager. He raised a demand for reinstatement in service of the Contractor, which demand was not conceded to. Therefore, he raised a dispute before the Conciliation Officer. Since his claim was contested by the Contractor, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-30012/70/2012-IR(M), New Delhi dated 20.12.2012 with following terms:

“Whether action of the management of M/s Beehive Security & Surveillance in terminating services of Shri Rajender Singh, S/o Shri Chunni Lal from Indian Oil Corporation Depot, Tikri Kalan, Delhi, with effect from 03.10.2011 is legal and justified? What relief the workman is entitled to?”

3. Claim statement was filed by Shri Rajender Singh pleading therein that he was engaged as Security Guard by the Contractor on 19.11.2010. He performed his duties at Tikri Kalan Depot of the Corporation regularly and punctually. He was made to work overtime, for which overtime allowance was not paid. He demanded overtime allowance for overtime work performed by him, which demand irked the contractor. His services were illegally terminated in October, 2011, without giving one months' notice or pay in lieu thereof. His salary for last several months remained unpaid. Action of termination of his services is illegal and void ab initio. He claims reinstatement in service of the Contractor with continuity and full back wages.

4. The Corporation contests the claim pleading that job for performance of works of intermittent/casual/sporadic in nature, was assigned to the Contractor. The

Contractor engaged his employees to carry out his contractual obligations. There was no relationship of employer and employee between the claimant and the Corporation. The Corporation has followed provisions of Contract Labour (Regulation and Abolition) Act, 1970. No cause has been made out against the Corporation. Claim put forth by the claimant is liable to be dismissed.

5. The Contractor dispels the claim pleading that the claimant resigned his services voluntarily in October, 2011 and accepted a sum of Rs.1365.00 towards full and final settlement of his dues. Since the claimant himself resigned the job, there was no occasion for the Contractor to terminate his services. Claimant was engaged as a security guard on 19.11.2010, as projected by the Contractor. His wages were paid in time. His services were not satisfactory. He used to behave indecently on many occasions. Since the Contractor has not taken any action to dispense with the services of the claimant, there was no occasion to give one months' notice or pay in lieu thereof, besides retrenchment compensation. Claim put forward is not maintainable and is liable to be dismissed, pleads the Contractor.

6. Claimant was called upon to adduce evidence to substantiate his claim. Instead of bringing evidence on record to establish his claim, claimant opted to abandon the proceedings since 07.08.2013. The Tribunal was constrained to proceed with the matter under rule 22 of Industrial Disputes (Central) Rules, 1957 and evidence of the claimant was closed.

7. Shri Ajay Pandey, Officer Incharge, tendered his affidavit as evidence on behalf of the Contractor. Since none was there on behalf of the claimant, opportunity could not be accorded to him to purify facts unfolded by Shri Pandey through an ordeal of cross examination. No other witness was examined by the Contractor. Corporation opted not to examine any witness.

8. Arguments were heard at the bar. None came forward on behalf of the claimant to present facts. Shri Ajit Singh, authorized representative, advanced arguments on behalf of the Contractor. Shri Naveen Kumar Chaudhary, authorized representative, raised submissions on behalf of the Corporation. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:-

9. Shri Ajay Pandey swears in his affidavit dated 28.03.2014, tendered as evidence, that the claimant joined services of the Contractor on 19.11.2010. Claimant resigned the job and took full and final settlement of his dues on 12.11.2011. Receipt was executed by him in that regard, which is Ex.MW1/2. He was paid his dues in cash. Facts unfolded by Shri Pandey remained un-assailed. An un-assailed testimony is to be accepted as true, unless it

contains some inherent defects, having bearing on its veracity. Since facts unfolded by Shri Pandey nowhere suffers from any defect, which may give inference to the effect that he is not a reliable witness, his testimony is found to be acceptable.

10. As emerge out of his testimony, which gets reaffirmation from the documents, referred above, that the claimant tendered his resignation, accepted full and final settlement of his dues and left services of the Contractor for good. The fact that he accepted his full and final settlement of his dues makes it apparent that the claimant resigned from service on his own. These facts are sufficient to conclude that the claimant left his services on his own and marched away in search of greener pastures. Under these circumstances, the claimant cannot agitate that his services were terminated by the Contractor. It cannot be said that the services of the claimant were terminated/discontinued by the Contractor with effect from 03.10.2011.

11. The Contractor could establish that it had not initiated any action to dispense with the services of the claimant. Hence, it cannot be said that the Contractor terminated his services, which act amounts to retrenchment, as defined in Section 2(oo) of the Industrial Disputes Act, 1947 (in short the Act). By any stretch of imagination, it cannot be said that action of the Contractor, in accepting resignation of the claimant, amounts to retrenchment. Therefore, provisions of Section 25F of the Act does not come into play.

12. No case has been projected by the claimant for application of provisions of Section 25G and 25H of the Act. It is evident that the claimant is not entitled to any intervention by this Tribunal. When he himself resigned the job, no occasion would arise to assess legality and justifiability of action of the Contractor in that regard. The claimant is not entitled to any relief, not to talk of relief of reinstatement in service with continuity and full back wages. His claim statement is brushed aside. An award is, accordingly, passed.

Dr. R.K. YADAV, Presiding Officer

Dated : 28-3-2014

नई दिल्ली, 16 मई, 2014

का.आ. 1509.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ऑयल कॉरपोरेशन लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ संख्या 6/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 9/05/2014 को प्राप्त हुआ था।

[सं. एल-30012/71/2012-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 16th May, 2014

S.O. 1509.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 6/2013) of the Central Government Industrial Tribunal/Labour Court No.1, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation Limited and their workman, which was received by the Central Government on 9/5/2014.

[No.L-30012/71/2012 -IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 1,
KARKARDOOMA COURTS COMPLEX: DELHI**

I.D. No. 6/2013

Shri Shrikishan,
S/o Shri Polu Ram,
R/o Village and Post Office Kultara,
Distt. Rohtak, Haryana ...Workman

Versus

1. The Manager,
Indane Gas Terminal,
M/s. IOCL, Tikari Kalan,
Delhi-110041.
2. M/s. Beehive Security and Surveillance,
H. No. 43, Rathi Enclave,
New Roshan Vihar,
Kakraula More, Najafgarh,
New Delhi-110043. ...Management

AWARD

Indian Oil Corporation Ltd. (in short the Corporation) deals with procurement, export, import, refining, storage, transportation, sale and distribution of petroleum products and crude oil. The Corporation owns and operates many refineries in India. It recruits its work force, in consonance with the recruitment rules. Jobs, which are of intermittent/casual/sporadic in nature, are got performed through employees of a contractor. The Corporation engages security guards through a contractor, registered with Directorate General of Resettlement, Ministry of Defence, Government of India, New Delhi. Directorate General of Resettlement has formulated a scheme for benefit and employment of ex-servicemen and the contractors, registered with it, follow the said scheme. M/s. Beehive Security and Surveillance (in short the Contractor) is one of security agencies, registered with the Directorate General of Resettlement and provides security guards to the Corporation.

2. Shri Shrikishan was engaged as a security guard by the Contractor to work at Tikri Kalan Depot, Delhi, of the Corporation. He served there since 18.11.2010. On 30.03.2012, he resigned his job and obtained full and final settlement of his dues from the Contractor. Subsequently, he perceived that the amount, paid to him by the Contractor towards full and final settlement of his dues, was meager. He raised a demand for reinstatement in service of the Contractor, which demand was not conceded to. Therefore, he raised a dispute before the Conciliation Officer. Since his claim was contested by the Contractor, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-30012/71/2012-IR(M), New Delhi dated 20.12.2012 with following terms:

“Whether action of the management of M/s. Beehive Security & Surveillance in terminating services of Shri Shrikishan, S/o Shri Polu Ram from Indian Oil Corporation Depot, Tikri Kalan, Delhi, with effect from 01.10.2011 is legal and justified? What relief the workman is entitled to?”

3. Claim statement was filed by Shri Shrikishan pleading therein that he was engaged as Security Guard by the Contractor on 18.11.2010. He performed his duties at Tikri Kalan Depot of the Corporation regularly and punctually. He was made to work overtime, for which overtime allowance was not paid. He demanded overtime allowance for overtime work performed by him, which demand irked the contractor. His services were illegally terminated in October, 2011, without giving one months' notice or pay in lieu thereof. His salary for last several months remained unpaid. Action of termination of his services is illegal and void ab initio. He claims reinstatement in service of the Contractor with continuity and full back wages.

4. The Corporation contests the claim pleading that job for performance of works of intermittent/casual/sporadic in nature, was assigned to the Contractor. The Contractor engaged his employees to carry out his contractual obligations. There was no relationship of employer and employee between the claimant and the Corporation. The Corporation has followed provisions of Contract Labour (Regulation and Abolition) Act, 1970. No cause has been made out against the Corporation. Claim put forth by the claimant is liable to be dismissed.

5. The Contractor dispels the claim pleading that the claimant resigned his services voluntarily in March, 2012 and accepted a sum of Rs. 8772.00 towards full and final settlement of his dues. Since the claimant himself resigned the job, there was no occasion for the Contractor to terminate his services. Claimant was engaged as a security guard on 19.11.2010, as projected by the Contractor. His wages were paid in time. His services were not satisfactory. He used to behave indecently on many occasions. Since

the Contractor has not taken any action to dispense with the services of the claimant, there was no occasion to give one months' notice or pay in lieu thereof, besides retrenchment compensation. Claim put forward is not maintainable and is liable to be dismissed, pleads the Contractor.

6. Claimant was called upon to adduce evidence to substantiate his claim. Instead of bringing evidence on record to establish his claim, claimant opted to abandon the proceedings since 07.08.2013. The Tribunal was constrained to proceed with the matter under rule 22 of Industrial Disputes (Central) Rules, 1957 and evidence of the claimant was closed.

7. Shri Ajay Pandey, Officer Incharge, tendered his affidavit as evidence on behalf of the Contractor. Since none was there on behalf of the claimant, opportunity could not be accorded to him to purify facts unfolded by Shri Pandey through an ordeal of cross examination. No other witness was examined by the Contractor. Corporation opted not to examine any witness.

8. Arguments were heard at the bar. None came forward on behalf of the claimant to present facts. Shri Ajit Singh, authorized representative, advanced arguments on behalf of the Contractor. Shri Naveen Kumar Chaudhary, authorized representative, raised submissions on behalf of the Corporation. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:-

9. Shri Ajay Pandey swears in his affidavit dated 28.03.2014, tendered as evidence, that the claimant joined services of the Contractor on 19.11.2010. His last drawn wages were Rs. 8772.00. Claimant resigned the job and took full and final settlement of his dues on 30.03.2012. Receipt was executed by him in that regard, which is Ex.MW1/3. He was paid his dues through cheque No.001005 dated 30.03.2012 drawn for a sum of Rs. 8772.00 on Dwarka branch of Bank of Baroda. Photocopy of the said cheque is Ex.MW1/3. Facts unfolded by Shri Pandey remained un-assailed. An un-assailed testimony is to be accepted as true, unless it contains some inherent defects, having bearing on its veracity. Since facts unfolded by Shri Pandey nowhere suffers from any defect, which may give inference to the effect that he is not a reliable witness, his testimony is found to be acceptable.

10. As emerge out of his testimony, which gets reaffirmation from the documents, referred above, that the claimant tendered his resignation, accepted full and final settlement of his dues and left services of the Contractor for good. The fact that he accepted his full and final settlement of his dues makes it apparent that the claimant resigned from service on his own. These facts are sufficient to conclude that the claimant left his services on his own

and marched away in search of greener pastures. Under these circumstances, the claimant cannot agitate that his services were terminated by the Contractor. It cannot be said that the services of the claimant were terminated/discontinued by the Contractor with effect from 03.10.2011.

11. The Contractor could establish that it had not initiated any action to dispense with the services of the claimant. Hence, it cannot be said that the Contractor terminated his services, which act amounts to retrenchment, as defined in Section 2(oo) of the Industrial Disputes Act, 1947 (in short the Act). By any stretch of imagination, it cannot be said that action of the Contractor, in accepting resignation of the claimant, amounts to retrenchment. Therefore, provisions of Section 25F of the Act does not come into play.

12. No case has been projected by the claimant for application of provisions of Section 25G and 25H of the Act. It is evident that the claimant is not entitled to any intervention by this Tribunal. When he himself resigned the job, no occasion would arise to assess legality and justifiability of action of the Contractor in that regard. The claimant is not entitled to any relief, not to talk of relief of reinstatement in service with continuity and full back wages. His claim statement is brushed aside. An award is, accordingly, passed.

Dr. R. K. Yadav, Presiding Officer

Dated : 28.03.2014

नई दिल्ली, 16 मई, 2014

का.आ. 1510.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ऑयल कॉरपोरेशन लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ संख्या 7/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 9/05/2014 को प्राप्त हुआ था।

[सं. एल-30012/72/2012-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 16th May, 2014

S.O. 1510.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 7/2013) of the Central Government Industrial Tribunal/Labour Court No.1, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation Limited and their workman, which was received by the Central Government on 9/5/2014.

[No.L-30012/72/2012 -IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX: DELHI

I.D. No. 7/2013

Shri Jarnail Singh
S/o Shri Bhola Ram,
R/o Village Khair Pur
Post Kanouda,
Distt. Jhajjar, Haryana ...Workman

Versus

1. The Manager,
Indane Gas Terminal,
M/s. IOCL, Tikri Kalan,
Delhi-110041.
2. M/s Beehive Security and Surveillance,
H.No. 43, Rathi Enclave,
New Roshan Vihar,
Kakraula More, Najafgarh,
New Delhi-110043. ...Management

AWARD

Indian Oil Corporation Ltd. (in short the Corporation) deals with procurement, export, import, refining, storage, transportation, sale and distribution of petroleum products and crude oil. The Corporation owns and operates many refineries in India. It recruits its work force, in consonance with the recruitment rules. Jobs, which are of intermittent/casual/sporadic in nature, are got performed through employees of a contractor. The Corporation engages security guards through a contractor, registered with Directorate General of Resettlement, Ministry of Defence, Government of India, New Delhi. Directorate General of Resettlement has formulated a scheme for benefit and employment of ex-servicemen and the contractors, registered with it, follow the said scheme. M/s. Beehive Security and Surveillance (in short the Contractor) is one of security agencies, registered with the Directorate General of Resettlement and provides security guards to the Corporation.

2. Shri Jarnail Singh was engaged as a gunman by the Contractor to work at Tikri Kalan Depot, Delhi, of the Corporation. He served there since 01.08.2010. In November 2011, he resigned his job and obtained full and final settlement of his dues from the Contractor. Subsequently, he perceived that the amount, paid to him by the Contractor towards full and final settlement of his dues, was meager. He raised a demand for reinstatement in service of the Contractor, which demand was not conceded to. Therefore, he raised a dispute before the Conciliation Officer. Since his claim was contested by the Contractor, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the

Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-30012/72/2012-IR(M), New Delhi dated 20.12.2012 with following terms:

“Whether action of the management of M/s Beehive Security & Surveillance in terminating services of Shri Jarnail Singh, S/o Shri Bhola Ram from Indian Oil Corporation Depot, Tikri Kalan, Delhi, with effect from 11.10.2011 is legal and justified? What relief the workman is entitled to?”

3. Claim statement was filed by Shri Jarnail Singh pleading therein that he was engaged as gunman by the Contractor on 01.08.2010. He performed his duties at Tikri Kalan Depot of the Corporation regularly and punctually. He was made to work overtime, for which overtime allowance was not paid. He demanded overtime allowance for overtime work performed by him, which demand irked the contractor. His services were illegally terminated in October 2011, without giving one months' notice or pay in lieu thereof. His salary for last several months remained unpaid. Action of termination of his services is illegal and void ab initio. He claims reinstatement in service of the Contractor with continuity and full back wages.

4. The Corporation contests the claim pleading that job for performance of works of intermittent/casual/sporadic in nature, was assigned to the Contractor. The Contractor engaged his employees to carry out his contractual obligations. There was no relationship of employer and employee between the claimant and the Corporation. The Corporation has followed provisions of Contract Labour (Regulation and Abolition) Act, 1970. No cause has been made out against the Corporation. Claim put forth by the claimant is liable to be dismissed.

5. The Contractor dispels the claim pleading that the claimant resigned his services voluntarily in October 2011 and accepted a sum of Rs.3383.00 towards full and final settlement of his dues. Since the claimant himself resigned the job, there was no occasion for the Contractor to terminate his services. Claimant was engaged as a security guard on 01.08.2010, as projected by the Contractor. His wages were paid in time. His services were not satisfactory. He used to behave indecently on many occasions. Since the Contractor has not taken any action to dispense with the services of the claimant, there was no occasion to give one months' notice or pay in lieu thereof, besides retrenchment compensation. Claim put forward is not maintainable and is liable to be dismissed, pleads the Contractor.

6. Claimant was called upon to adduce evidence to substantiate his claim. Instead of bringing evidence on record to establish his claim, claimant opted to abandon the proceedings since 07.08.2013. The Tribunal was constrained to proceed with the matter under rule 22 of

Industrial Disputes (Central) Rules, 1957 and evidence of the claimant was closed.

7. Shri Ajay Pandey, Officer Incharge, tendered his affidavit as evidence on behalf of the Contractor. Since none was there on behalf of the claimant, opportunity could not be accorded to him to purify facts unfolded by Shri Pandey through an ordeal of cross examination. No other witness was examined by the Contractor. Corporation opted not to examine any witness.

8. Arguments were heard at the bar. None came forward on behalf of the claimant to present facts. Shri Ajit Singh, authorized representative, advanced arguments on behalf of the Contractor. Shri Naveen Kumar Chaudhary, authorized representative, raised submissions on behalf of the Corporation. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:-

9. Shri Ajay Pandey swears in his affidavit dated 28.03.2014, tendered as evidence, that the claimant joined services of the Contractor on 01.08.2010. His last drawn wages were Rs.7358.00. Claimant resigned the job and took full and final settlement of his dues on 12.11.2011. Receipt was executed by him in that regard, which is Ex.MW1/2. He was paid his dues in cash. Facts unfolded by Shri Pandey remained un-assailed. An un-assailed testimony is to be accepted as true, unless it contains some inherent defects, having bearing on its veracity. Since facts unfolded by Shri Pandey nowhere suffers from any defect, which may give inference to the effect that he is not a reliable witness, his testimony is found to be acceptable.

10. As emerge out of his testimony, which gets re-affirmation from the documents, referred above, that the claimant tendered his resignation, accepted full and final settlement of his dues and left services of the Contractor for good. The fact that he accepted his full and final settlement of his dues makes it apparent that the claimant resigned from service on his own. These facts are sufficient to conclude that the claimant left his services on his own and marched away in search of greener pastures. Under these circumstances, the claimant cannot agitate that his services were terminated by the Contractor. It cannot be said that the services of the claimant were terminated/discontinued by the Contractor with effect from October 2011.

11. The Contractor could establish that it had not initiated any action to dispense with the services of the claimant. Hence, it cannot be said that the Contractor terminated his services, which act amounts to retrenchment, as defined in section 2(oo) of the Industrial Disputes Act, 1947 (in short the Act). By any stretch of imagination, it cannot be said that action of the Contractor, in accepting resignation of the claimant, amounts to retrenchment.

Therefore, provisions of section 25F of the Act does not come into play.

12. No case has been projected by the claimant for application of provisions of section 25G and 25H of the Act. It is evident that the claimant is not entitled to any intervention by this Tribunal. When he himself resigned the job, no occasion would arise to assess legality and justifiability of action of the Contractor in that regard. The claimant is not entitled to any relief, not to talk of relief of reinstatement in service with continuity and full back wages. His claim statement is brushed aside. An award is, accordingly, passed.

Dr. R. K. YADAV, Presiding Officer

Dated : 28.03.2014

नई दिल्ली, 16 मई, 2014

का.आ. 1511.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ऑयल कॉरपोरेशन लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ संख्या 8/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9/05/2014 को प्राप्त हुआ था।

[सं. एल-30012/73/2012-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 16th May, 2014

S.O. 1511.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 8/2013) of the Central Government Industrial Tribunal/Labour Court No.1, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation Limited and their workman, which was received by the Central Government on 9/5/2014.

[No. L-30012/73/2012-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 1, KARKAROOOMA COURTS COMPLEX : DELHI

I.D. No. 8/2013

Shri Om Prakash
S/o Shri Chattar Singh,
R/O Village and Post Office Kalanour,
Distt. Rohtak, Haryana ...Workman

Versus

1. The Manager,
Indane Gas Terminal,
M/s. IOCL, Tikari Kalan,
Delhi-110041.

2. M/s. Beehive Security and Surveillance,
H.No. 43, Rathi Enclave,
New Roshan Vihar,
Kakraula More, Najafgarh,
New Delhi-110043. ...Management

AWARD

Indian Oil Corporation Ltd. (in short the Corporation) deals with procurement, export, import, refining, storage, transportation, sale and distribution of petroleum products and crude oil. The Corporation owns and operates many refineries in India. It recruits its work force, in consonance with the recruitment rules. Jobs, which are of intermittent/casual/sporadic in nature, are got performed through employees of a contractor. The Corporation engages security guards through a contractor, registered with Directorate General of Resettlement, Ministry of Defence, Government of India, New Delhi. Directorate General of Resettlement has formulated a scheme for benefit and employment of ex-servicemen and the contractors, registered with it, follow the said scheme. M/s. Beehive Security and Surveillance (in short the Contractor) is one of security agencies, registered with the Directorate General of Resettlement and provides security guards to the Corporation.

2. Shri Om Prakash was engaged as a security guard by the Contractor to work at Tikri Kalan Depot, Delhi, of the Corporation. He served there since 01.08.2010. In September 2011, he resigned his job and obtained full and final settlement of his dues from the Contractor. Subsequently, he perceived that the amount, paid to him by the Contractor towards full and final settlement of his dues, was meager. He raised a demand for reinstatement in service of the Contractor, which demand was not conceded to. Therefore, he raised a dispute before the Conciliation Officer. Since his claim was contested by the Contractor, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-30012/73/2012-IR(M), New Delhi dated 20.12.2012 with following terms:

“Whether action of the management of M/s. Beehive Security & Surveillance in terminating services of Shri Om Prakash, S/o Shri Chattar Singh from Indian Oil Corporation Depot, Tikri Kalan, Delhi, with effect from 26.10.2011 is legal and justified? What relief the workman is entitled to?”

3. Claim statement was filed by Shri Om Prakash pleading therein that he was engaged as Security Guard by the Contractor on 01.08.2010. He performed his duties at Tikri Kalan Depot of the Corporation regularly and punctually. He was made to work overtime, for which overtime allowance was not paid. He demanded overtime

allowance for overtime work performed by him, which demand irked the contractor. His services were illegally terminated on 26.10.2011, without giving one months' notice or pay in lieu thereof. His salary for last several months remained unpaid. Action of termination of his services is illegal and void ab initio. He claims reinstatement in service of the Contractor with continuity and full back wages.

4. The Corporation contests the claim pleading that job for performance of works of intermittent/casual/sporadic in nature, was assigned to the Contractor. The Contractor engaged his employees to carry out his contractual obligations. There was no relationship of employer and employee between the claimant and the Corporation. The Corporation has followed provisions of Contract Labour (Regulation and Abolition) Act, 1970. No cause has been made out against the Corporation. Claim put forth by the claimant is liable to be dismissed.

5. The Contractor dispels the claim pleading that the claimant resigned his services voluntarily in September 2011 and accepted a sum of Rs.7085.00 towards full and final settlement of his dues. Since the claimant himself resigned the job, there was no occasion for the Contractor to terminate his services. Claimant was engaged as a security guard on 01.08.2010, as projected by the Contractor. His wages were paid in time. His services were not satisfactory. He used to behave indecently on many occasions. Since the Contractor has not taken any action to dispense with the services of the claimant, there was no occasion to give one months' notice or pay in lieu thereof, besides retrenchment compensation. Claim put forward is not maintainable and is liable to be dismissed, pleads the Contractor.

6. Claimant was called upon to adduce evidence to substantiate his claim. Instead of bringing evidence on record to establish his claim, claimant opted to abandon the proceedings since 07.08.2013. The Tribunal was constrained to proceed with the matter under rule 22 of Industrial Disputes (Central) Rules, 1957 and evidence of the claimant was closed.

7. Shri Ajay Pandey, Officer Incharge, tendered his affidavit as evidence on behalf of the Contractor. Since none was there on behalf of the claimant, opportunity could not be accorded to him to purify facts unfolded by Shri Pandey through an ordeal of cross examination. No other witness was examined by the Contractor. Corporation opted not to examine any witness.

8. Arguments were heard at the bar. None came forward on behalf of the claimant to present facts. Shri Ajit Singh, authorized representative, advanced arguments on behalf of the Contractor. Shri Naveen Kumar Chaudhary, authorized representative, raised submissions on behalf of the Corporation. I have given my careful consideration

to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:-

9. Shri Ajay Pandey swears in his affidavit dated 28.03.2014, tendered as evidence, that the claimant joined services of the Contractor on 01.08.2010. His last drawn wages were Rs.8374.00. Claimant resigned the job and took full and final settlement of his dues on 15.09.2011. Receipt was executed by him in that regard, which is Ex.MW1/2. He was paid his dues in cash. Facts unfolded by Shri Pandey remained un-assailed. An un-assailed testimony is to be accepted as true, unless it contains some inherent defects, having bearing on its veracity. Since facts unfolded by Shri Pandey nowhere suffers from any defect, which may give inference to the effect that he is not a reliable witness, his testimony is found to be acceptable.

10. As emerge out of his testimony, which gets re-affirmation from the documents, referred above, that the claimant tendered his resignation, accepted full and final settlement of his dues and left services of the Contractor for good. The fact that he accepted his full and final settlement of his dues makes it apparent that the claimant resigned from service on his own. These facts are sufficient to conclude that the claimant left his services on his own and marched away in search of greener pastures. Under these circumstances, the claimant cannot agitate that his services were terminated by the Contractor. It cannot be said that the services of the claimant were terminated/discontinued by the Contractor with effect from 26.10.2011.

11. The Contractor could establish that it had not initiated any action to dispense with the services of the claimant. Hence, it cannot be said that the Contractor terminated his services, which act amounts to retrenchment, as defined in section 2(oo) of the Industrial Disputes Act, 1947 (in short the Act). By any stretch of imagination, it cannot be said that action of the Contractor, in accepting resignation of the claimant, amounts to retrenchment. Therefore, provisions of section 25F of the Act does not come into play.

12. No case has been projected by the claimant for application of provisions of section 25G and 25H of the Act. It is evident that the claimant is not entitled to any intervention by this Tribunal. When he himself resigned the job, no occasion would arise to assess legality and justifiability of action of the Contractor in that regard. The claimant is not entitled to any relief, not to talk of relief of reinstatement in service with continuity and full back wages. His claim statement is brushed aside. An award is, accordingly, passed.

Dr. R. K. YADAV, Presiding Officer

Dated : 28.03.2014

नई दिल्ली, 16 मई, 2014

का.आ. 1512.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ऑयल कारपोरेशन लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ संख्या 148/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9/05/2014 को प्राप्त हुआ था।

[सं. एल-30012/48/2012-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 16th May, 2014

S.O. 1512.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 148/2012) of the Central Government Industrial Tribunal/Labour Court No.1, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation Limited and their workman, which was received by the Central Government on 9/5/2014.

[No.L-30012/48/2012 -IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO.I, KARKARDOOMA COURTS COMPLEX : DELHI

I.D.No.148/2012

Shri Jai Pal,
S/o Shri Prabhu Dayal,
Village Khareiti,
Tehsil Julana, Distt. Jind,
Haryana ...Workman

Versus

1. The Manager,
Indane Gas Terminal,
M/s IOCL, Tikari Kalan,
Delhi-110041.
2. M/s Beehive Security and Surveillance,
H.No. 43, Rathi Enclave,
New Roshan Vihar,
Kakraula More, Najafgarh,
New Delhi-110043.Management

AWARD

Indian Oil Corporation Ltd. (in short the Corporation) deals with procurement, export, import, refining, storage, transportation, sale and distribution of petroleum products and crude oil. The Corporation owns and operates many refineries in India. It recruits its work force, in consonance

with the recruitment rules. Jobs, which are of intermittent/casual/sporadic in nature, are got performed through employees of a contractor. The Corporation engages security guards through a contractor, registered with Directorate General of Resettlement, Ministry of Defence, Government of India, New Delhi. Directorate General of Resettlement has formulated a scheme for benefit and employment of ex-servicemen and the contractors, registered with it, follow the said scheme. M/s Beehive Security and Surveillance (in short the Contractor) is one of security agencies, registered with the Directorate General of Resettlement and provides security guards to the Corporation.

2. Shri Jai Pal was engaged as a gunman by the Contractor to work at Tikri Kalan Depot, Delhi, of the Corporation. He served there since 01.08.2010. On 30.03.2012, he resigned his job and obtained full and final settlement of his dues from the Contractor. Subsequently, he perceived that the amount, paid to him by the Contractor towards full and final settlement of his dues, was meager. He raised a demand for reinstatement in service of the Contractor, which demand was not conceded to. Therefore, he raised a dispute before the Conciliation Officer. Since his claim was contested by the Contractor, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-30012/48/2012-IR(M), New Delhi dated 28.10.2012 with following terms:

“Whether action of the management of M/s Beehive Security & Surveillance in terminating services of Shri Jai Pal, S/o Shri Prabhu Dayal from Indian Oil Corporation Depot, Tikri Kalan, Delhi, with effect from 02.09.2011 is legal and justified? What relief the workman is entitled to?”

3. Claim statement was filed by Shri Jai Pal pleading therein that he was engaged as Security Guard by the Contractor on 01.08.2010. He performed his duties at Tikri Kalan Depot of the Corporation regularly and punctually. He was made to work overtime, for which overtime allowance was not paid. He demanded overtime allowance for overtime work performed by him, which demand irked the contractor. His services were illegally terminated in September 2011, without giving one months' notice or pay in lieu thereof. His salary for last several months remained unpaid. Action of termination of his services is illegal and void ab initio. He claims reinstatement in service of the Contractor with continuity and full back wages.

4. The Corporation contests the claim pleading that job for performance of works of intermittent/casual/sporadic in nature, was assigned to the Contractor. The Contractor engaged his employees to carry out his contractual obligations. There was no relationship of employer and employee between the claimant and the

Corporation. The Corporation has followed provisions of Contract Labour (Regulation and Abolition) Act, 1970. No cause has been made out against the Corporation. Claim put forth by the claimant is liable to be dismissed.

5. The Contractor dispels the claim pleading that the claimant resigned his services voluntarily in March 2012 and accepted a sum of Rs.9018.00 towards full and final settlement of his dues. Since the claimant himself resigned the job, there was no occasion for the Contractor to terminate his services. Claimant was engaged as a security guard on 01.08.2010, as projected by the Contractor. His wages were paid in time. His services were not satisfactory. He used to behave indecently on many occasions. Since the Contractor has not taken any action to dispense with the services of the claimant, there was no occasion to give one months' notice or pay in lieu thereof, besides retrenchment compensation. Claim put forward is not maintainable and is liable to be dismissed, pleads the Contractor.

6. Claimant was called upon to adduce evidence to substantiate his claim. Instead of bringing evidence on record to establish his claim, claimant opted to abandon the proceedings since 30.07.2013. The Tribunal was constrained to proceed with the matter under rule 22 of Industrial Disputes (Central) Rules, 1957 and evidence of the claimant was closed.

7. Shri Ajay Pandey, Officer Incharge, tendered his affidavit as evidence on behalf of the Contractor. Since none was there on behalf of the claimant, opportunity could not be accorded to him to purify facts unfolded by Shri Pandey through an ordeal of cross examination. No other witness was examined by the Contractor. Corporation opted not to examine any witness.

8. Arguments were heard at the bar. None came forward on behalf of the claimant to present facts. Shri Ajit Singh, authorized representative, advanced arguments on behalf of the Contractor. Shri Naveen Kumar Chaudhary, authorized representative, raised submissions on behalf of the Corporation. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:-

9. Shri Ajay Pandey swears in his affidavit dated 03.04.2014, tendered as evidence, that the claimant joined services of the Contractor on 01.08.2010. His last drawn wages were Rs.8372.00. Claimant resigned the job and took full and final settlement of his dues on 30.03.2012. Receipt was executed by him in that regard, which is Ex.MW1/2. He was paid his dues through cheque No.001006 dated 30.03.2012 drawn for a sum of Rs.9018.00.00 on Dwarka branch of Bank of Baroda. Photocopy of the said cheque is Ex.MW1/3. Facts unfolded by Shri Pandey remained un-assailed. An unassailed testimony is to be accepted as true, unless it

contains some inherent defects, having bearing on its veracity. Since facts unfolded by Shri Pandey nowhere suffers from any defect, which may give inference to the effect that he is not a reliable witness, his testimony is found to be acceptable.

10. As emerge out of his testimony, which gets re-affirmation from the documents, referred above, that the claimant tendered his resignation, accepted full and final settlement of his dues and left services of the Contractor for good. The fact that he accepted his full and final settlement of his dues makes it apparent that the claimant resigned from service on his own. These facts are sufficient to conclude that the claimant left his services on his own and marched away in search of greener pastures. Under these circumstances, the claimant cannot agitate that his services were terminated by the Contractor. It cannot be said that the services of the claimant were terminated/discontinued by the Contractor with effect from 02.09.2011.

11. The Contractor could establish that it had not initiated any action to dispense with the services of the claimant. Hence, it cannot be said that the Contractor terminated his services, which act amounts to retrenchment, as defined in section 2(oo) of the Industrial Disputes Act, 1947 (in short the Act). By any stretch of imagination, it cannot be said that action of the Contractor, in accepting resignation of the claimant, amounts to retrenchment. Therefore, provisions of section 25F of the Act does not come into play.

12. No case has been projected by the claimant for application of provisions of section 25G and 25H of the Act. It is evident that the claimant is not entitled to any intervention by this Tribunal. When he himself resigned the job, no occasion would arise to assess legality and justifiability of action of the Contractor in that regard. The claimant is not entitled to any relief, not to talk of relief of reinstatement in service with continuity and full back wages. His claim statement is brushed aside. An award is, accordingly, passed.

Dr. R. K. YADAV, Presiding Officer

Dated : April 3, 2014

नई दिल्ली, 16 मई, 2014

का.आ. 1513.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ऑयल कारपोरेशन लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, दिल्ली के पंचाट (संर्व संख्या 149/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9/05/2014 को प्राप्त हुआ था।

[सं. एल-30012/41/2012-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 16th May, 2014

S.O. 1513.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 149/2012) of the Central Government Industrial Tribunal/Labour Court No.1, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation Limited and their workman, which was received by the Central Government on 9/5/2014.

[No.L-30012/41/2012-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO.I,
KARKARDOOMA COURTS COMPLEX : DELHI**

I.D. No. 149/2012

Shri Jagvir Singh,
S/o Shri Sukhvir Singh,
R/o Plot No.75, Sainik Enclave Part I,
Jharoda Road, CRPF Camp,
Najafgarh, New Delhi

...Workman

Versus

1. The Manager,
Indane Gas Terminal,
M/s IOCL, Tikari Kalan,
Delhi-110041.
2. M/s Beehive Security and Surveillance,
H. No. 43, Rathi Enclave,
New Roshan Vihar,
Kakraula More, Najafgarh,
New Delhi-110043.

...Management

AWARD

Indian Oil Corporation Ltd. (in short the Corporation) deals with procurement, export, import, refining, storage, transportation, sale and distribution of petroleum products and crude oil. The Corporation owns and operates many refineries in India. It recruits its work force, in consonance with the recruitment rules. Jobs, which are of intermittent/casual/sporadic in nature, are got performed through employees of a contractor. The Corporation engages security guards through a contractor, registered with Directorate General of Resettlement, Ministry of Defence, Government of India, New Delhi. Directorate General of Resettlement has formulated a scheme for benefit and employment of ex-servicemen and the contractors, registered with it, follow the said scheme. M/s Beehive Security and Surveillance (in short the Contractor) is one of security agencies, registered with the Directorate General of Resettlement and provides security guards to the Corporation.

2. Shri Jagvir Singh was engaged as a gunman by the Contractor to work at Tikri Kalan Depot, Delhi, of the Corporation. He served there since 01.08.2010. In September 2011, he resigned his job and obtained full and final settlement of his dues from the Contractor. Subsequently, he perceived that the amount, paid to him by the Contractor towards full and final settlement of his dues, was meager. He raised a demand for reinstatement in service of the Contactor, which demand was not conceded to. Therefore, he raised a dispute before the Conciliation Officer. Since his claim was contested by the Contractor, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-30012/41/2012-IR(M), New Delhi dated 28.12.2012 with following terms:

“Whether action of the management of M/s Beehive Security & Surveillance in terminating services of Shri Jagvir Singh, S/o Shri Sukhvir Singh from Indian Oil Corporation Depot, Tikri Kalan, Delhi, with effect from 29.08.2011 is legal and justified? What relief the workman is entitled to?”

3. Claim statement was filed by Shri Jagvir Singh pleading therein that he was engaged as gunman by the Contractor on 1.08.2010. He performed his duties at Tikri Kalan Depot of the Corporation regularly and punctually. He was made to work overtime, for which overtime allowance was not paid. He demanded overtime allowance for overtime work performed by him, which demand irked the contractor. His services were illegally terminated in August 2011, without giving one months' notice or pay in lieu thereof. His salary for last several months remained unpaid. Action of termination of his services is illegal and void ab initio. He claims reinstatement in service of the Contractor with continuity and full back wages.

4. The Corporation contests the claim pleading that job for performance of works of intermittent/casual/sporadic in nature, was assigned to the Contractor. The Contractor engaged his employees to carry out his contractual obligations. There was no relationship of employer and employee between the claimant and the Corporation. The Corporation has followed provisions of Contract Labour (Regulation and Abolition) Act, 1970. No cause has been made out against the Corporation. Claim put forth by the claimant is liable to be dismissed.

5. The Contractor dispels the claim pleading that the claimant resigned his services voluntarily in September 2011 and accepted a sum of Rs.7019.00 towards full and final settlement of his dues. Since the claimant himself resigned the job, there was no occasion for the Contractor to terminate his services. Claimant was engaged as a security guard on 07.08.2010, as projected by the

Contractor. His wages were paid in time. His services were not satisfactory. He used to behave indecently on many occasions. Since the Contractor has not taken any action to dispense with the services of the claimant, there was no occasion to give one months' notice or pay in lieu thereof, besides retrenchment compensation. Claim put forward is not maintainable and is liable to be dismissed, pleads the Contractor.

6. Claimant was called upon to adduce evidence to substantiate his claim. Instead of bringing evidence on record to establish his claim, claimant opted to abandon the proceedings since 30.07.2013. The Tribunal was constrained to proceed with the matter under rule 22 of Industrial Disputes (Central) Rules, 1957 and evidence of the claimant was closed.

7. Shri Ajay Pandey, Officer Incharge, tendered his affidavit as evidence on behalf of the Contractor. Since none was there on behalf of the claimant, opportunity could not be accorded to him to purify facts unfolded by Shri Pandey through an ordeal of cross examination. No other witness was examined by the Contractor. Corporation opted not to examine any witness.

8. Arguments were heard at the bar. None came forward on behalf of the claimant to present facts. Shri Ajit Singh, authorized representative, advanced arguments on behalf of the Contractor. Shri Naveen Kumar Chaudhary, authorized representative, raised submissions on behalf of the Corporation. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:-

9. Shri Ajay Pandey swears in his affidavit dated 03.04.2014, tendered as evidence, that the claimant joined services of the Contractor on 01.08.2010. His last drawn wages were Rs. 7592.00. Claimant resigned the job and took full and final settlement of his dues in September 2011. Receipt was executed by him in that regard, which is Ex.MW1/2. He was paid his dues in cash. Facts unfolded by Shri Pandey remained un-assailed. An un-assailed testimony is to be accepted as true, unless it contains some inherent defects, having bearing on its veracity. Since facts unfolded by Shri Pandey nowhere suffers from any defect, which may give inference to the effect that he is not a reliable witness, his testimony is found to be acceptable.

10. As emerge out of his testimony, which gets reaffirmation from the documents, referred above, that the claimant tendered his resignation, accepted full and final settlement of his dues and left services of the Contractor for good. The fact that he accepted his full and final settlement of his dues makes it apparent that the claimant resigned from service on his own. These facts are sufficient to conclude that the claimant left his services on his own and marched away in search of greener pastures. Under

these circumstances, the claimant cannot agitate that his services were terminated by the Contractor. It cannot be said that the services of the claimant were terminated/discontinued by the Contractor with effect from August 2011.

11. The Contractor could establish that it had not initiated any action to dispense with the services of the claimant. Hence, it cannot be said that the Contractor terminated his services, which act amounts to retrenchment, as defined in section 2(oo) of the Industrial Disputes Act, 1947 (in short the Act). By any stretch of imagination, it cannot be said that action of the Contractor, in accepting resignation of the claimant, amounts to retrenchment. Therefore, provisions of section 25F of the Act does not come into play.

12. No case has been projected by the claimant for application of provisions of section 25G and 25H of the Act. It is evident that the claimant is not entitled to any intervention by this Tribunal. When he himself resigned the job, no occasion would arise to assess legality and justifiability of action of the Contractor in that regard. The claimant is not entitled to any relief, not to talk of relief of reinstatement in service with continuity and full back wages. His claim statement is brushed aside. An award is, accordingly, passed.

Dr. R. K. YADAV, Presiding Officer

Dated : April 3, 2014

नई दिल्ली, 16 मई, 2014

का.आ. 1514.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार लाइफ इन्शोरेन्स कारपोरेशन ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, दिल्ली के पंचाट (संदर्भ संख्या 53/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9/05/2014 को प्राप्त हुआ था।

[सं. एल-17012/3/2006-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 16th May, 2014

S.O. 1514.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 53/2006) of the Central Government Industrial Tribunal/Labour Court No.2, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Life Insurance Corporation of India and their workman, which was received by the Central Government on 9/5/2014.

[No.L-17012/3/2006-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, DELHI

Present : Shri HARBANSH KUMAR SAXENA,
Presiding Officer

ID No. 53/2006

Sh. Satish Kumar

Versus

Life Insurance Corporation of India.

AWARD

The Central Government in the Ministry of Labour vide notification No L-17012/3/2006-IR(M) dated 23.6.2006 referred the following Industrial Dispute to this tribunal for the adjudication :-

“Whether the action of the management of Life Insurance Corporation of India, Bhiwani in terminating the services of Sh. Satish kumar S/o Sh. Chet Ram Peon w.e.f 30.6.2003 is just and legal? If not to what relief the workman is entitled to?

On 24.07.2006 reference was received in this tribunal. Which was register as ID No.53/2006 and claimant was called upon to file claim statement with in fifteen days from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

Notice to claimant/workman was sent on address given by workman. His notice received back without service due wrong address given by workman. Hence my Ld. Predecessor passed no dispute Award on 9.10.2006.

Against no dispute award. Workman /Claimant filed Civil Writ-Petition No. 9328 of 2010 on 7.5.2010 in the Hon’ble High Court of Punjab And Haryana at Chandigarh. Which was allowed on 20.11.2011 and no dispute award dated 9.10.2006 passed by my Ld. Predecessor has set aside and the proceedings have been ordered to be revived and the workman was directed to submit a statement of claim within one month from the date of receipt of the certified copy of the order of the High Court .

On the basis of aforesaid order passed by Hon’ble High Court my Ld. Predecessor on 14.12.2011 issued notice to the other party or 21.2.2012. Directed office to put up the main file and tag statement of claim with that main file.

Workman on 14.12.2011 filed claim statement. Wherein he stated as follows:-

1. That the present Statement of Claim is being filed before his Hon’ble Tribunal, as per the directions of the Hon’ble High Court of Punjab and Haryana at Chandigarh, passed by the Hon’ble Mr. Justice Suryakant in CWP No.

9328/2010, titled as ‘Satish kumar Vs. The Branch Manager, Life Insurance Corporation of India & Another’, whereby the Hon’ble High Court was pleased to set aside the order dated 09.10.2006 passed by this Hon’ble Tribunal and further pleased to direct the workman to submit the claim statement within one month from the date of receipt of a certified copy of the said order. The certified copy of the order was applied on the same date the order was passed i.e 20.10.2011 and the same was supplied to the workman on 15.11.2001, and accordingly , the present statement of claim is field before this Hon’ble Tribunal.

2. That the workman was appointed as Peon, on permanent basis, by the management w.e.f 28.3.2003, through the process of Employment Exchange and the workman worked honestly, diligently , sincerely upto the entire satisfaction of the management. However, the management without any prior notice or intimation, all of a sudden dismissed the workman from the services with effect from 30.6.2003. The workman’s last drawn salary was Rs. 4150/- per month.

3. That although the workman was dismissed from the service, but the management used to take the work from the workman but he was neither paid the wages and benefits as per the rules and labour laws under the Industrial Disputes Act.

4. That it is respectfully submitted that the workman had worked with the management without any break up. In fact, the Branch Manager of the Management was not happy with the appointment of the workman whose appointment was made through the process of Employment Exchange and that is why the said Branch Manager of the Management started harassing and indiscriminating the workman without any rhyme and reason right from the day of appointment of the workman in the said Branch, with sole motive to get his own man/ relative employed with the Corporation / Management . With this sole illegal and unlawful aim in his mind, the Branch Manager of the Corporation/management hatched conspiracy with the workman and dismissed the workman from the permanent service of the management with effect from 30.6.2003, without any rhyme and reason and that too without serving any prior notice or pay in lieu thereof, which is totally against the established labour law. However, the workman continued with his job till the year 2006.

5. That it is also pertinent to mention herein that on 30.6.2003, a robbery was committed by some robbers at the Branch office of the management and this gave opportunity to the Branch Manager to dismiss the workman from the service. In the said robbery, a huge sum of Rs. 12,69,554.20 paise was robbed by the robbers. Branch Manager and other senior officials of the Management made workman as one of the witness of the said robbery despite the fact that the workman did not see

by face any robbers/culprits involved in the said robbery and when the workman expressed his inability to become a witness in the said robbery case, the Branch Manager of the management , who was looking for such an opportunity, dismissed the workman from the service all of a sudden , even without serving any prior notice or payment in lieu of the notice period.

6. That it is further pertinent to mention here that the Management persistently insisted the workman to give evidence against the culprits in identifying the robbers, despite the fact that the senior officials who were also present in the Branch at the time of robbery must had seen the robbers/accused did not come forward in favour of the Management to indentify the robbers/culprits/accused and on the contrary the workman had been made scapegoat to identify the robbers despite the fact that the workman did not see any of the robbers by face and was thus unable to identify them.

7. That it is also pertinent to mention here that the senior officials, more particularly Branch Manager of the Management also used to take work from the workman by alluring and inducing that if the workman would give evidence against the accused/robbers in their identification, the Management would re-employ the Workman on the permanent post.

8. That it is further pertinent to mention here that under the said pretext as narrated in the preceding para, the Management also used to take the work from the workman at very less wages of its own, against the labour laws, which fact is duly established from the certificate dated 30.9.2003 issued by the Branch Manager of the Management.

9. That the Management also used to take work from the Workman even after his dismissal/termination from the services on the post of Peon, but the management did not pay the salary and wages/benefits as per the rules and regularizations of the management and the labour laws. Working of the Workman with the Management is also duly confirmed and established by the summons dated 15.5.2004 and 14.2.2006 issued to the workman by the Court of Sh. Sandeep Kumar Garg, Addl. Sessions Judge-cum-Fast Track Court, Bhiwani in FIR Case No. 124/2003 for workman's evidence on 28.05.2004 and 23.3.2006 respectively . Thus, it is crystal clear that the workman rendered his services beyond the periods of 140 days continuously but the management did not pay him the salary and wages and other benefits as rules and labour laws.

The copy of legal notice of the workman, copy of the letter dated 30.9.2003 and copy of summons dated 14.5.2004 and 14.2.2006 are filed herewith to substantiate the claim of the workman by reflecting that the workman had been continuously working with the Management till the year 2006 but the management did not pay the workman

his wages, benefits as per the service rules and principles of labour laws.

10. That, in fact, the workman has been made scapegoat with regard to the incident of robbery which had taken place in the Branch on 30.6.2003. It is also pertinent to mention here that incident of robbery had taken place in the presence of several officials, senior and juniors, but despite seeing the robbers by face by the said officials, none of them came forward to identify the robbers and on the contrary, all the above said officials pressurized the workman for identification of the robbers/accused although the workman had never seen the robbers/accused by face. A bare perusal of the order dated 4.12.2004 in case FIR No. 124 dated 30.6.2003 clearly illustrates that the workman was made as star witness to the said crime/robbery.

11. That the act of the management in dismissing / terminating the workman from the service is the result of vindictive attitude of the officials of the Management at the Bhiwani Branch.

12. That feeling aggrieved by the action of the Management, the workman got issued a legal demand notice dated 30.6.2005 through Sh. Amar Lal, Advocate, to the Management, whereby the Management was called upon to reinstate the workman in the service with full back wages and all consequential benefits. The said notice was sent through Registered A/D post and the same was duly served upon the Management . A copy of the said legal notice was also sent to the Divisional Manager of the Management at Karnal. However, despite service of the said notice, the Management did not act in accordance with the labour laws rather refused to reinstate the workman on service.

13. That upon failure of the Management to comply with the requisition of the above said legal demand notice, the workman filed his claim before the Assistant Labour Commissioner (Central), Faridabad where reconciliation proceedings were conducted and failed and the Asstt. Labour Commissioner submitted failure report to the Ministry of Labour , Government of India vide No. 8(26)2005 ALF dated 31.1.2006, mentioning wrong address of the workman in the same.

14. That Ministry of Labour , Govt of India, thereafter, referred the reference for adjudication to this Hon'ble Court, to the following effect:-

"Whether the action of the management of Life Insurance Corporation of India, Bhiwani in terminating the services of Sh. Satish Kumar S/o Sh. Chet Ram Peon w.e.f 30.6.2003 is just and legal? If not to what relief the workman is entitled to?

15. That the aforesaid termination /dismissal of the workman from the services is totally illegal, unjust and malafide for the amongst following reasons:-

- (a) That the workman has been victimized for no fault of this and he was illegally terminated without giving any reason and against the service rules and regularization and principle of labour laws.
- (b) That the job against which he was working is still continuing and was of permanent and regular nature.
- (c) That no notice was given nor payment in lieu of the notice period was offered or paid to the workman at the time of termination of his service.
- (d) That the workman was meted with hostile discrimination as narrated in the present statement of claim and even he was thrown out from the job illegally.
- (e) That the workman had been working under the direct control and supervision of the Management.
- (f) That the Management has also taken fresh hands to the employment after terminating the services of the workman.
- (g) That the workman has not committed any misconduct whatsoever.
- (h) That no service compensation was either offered or paid to the workman at the time of his illegal termination.
- (j) That the impugned termination of the workman from the service is against the principle of natural justice and labour law established under the statute.

16. That as stated above, dismissal of the workman from the service without serving any notice or payment of salary in lieu of the notice period is absolutely against the labour laws, illegal, unlawful and is against the principle of natural justice and is not sustainable in the eyes of law and that is why the Central Government after considering all the above aspect of the matter made the reference for adjudication by this Hon'ble Court.

17. That right from the day of his illegal and unlawful termination /dismissal from the service, the workman is unemployed and despite his best efforts, he could not get only employment and also because of the fact that the Management kept on alluring the workman that he would be re-employed by the management in case the workman identify the robbers in the said FIR case No. 124 dated 30.6.2003.

18. That the workman is liable to be reinstated in the service with full back wages since the day of his termination /dismissal i.e. 30.6.2003 till his reinstatement with all consequential benefits.

19. That the workman has also incurred substantial expenses on account of litigation charges and the workman is also entitled to the costs of the litigation from the Management.

PRAYER

In view of the above said facts and circumstances, it is, therefore, most respectfully prayed that this Hon'ble Tribunal may kindly be pleased to:

- (I) Pass an award in favour of the workman and against the Management thereby directing the Management to reinstate the workman on duty, with full back wages and all consequential benefits, along with interest @ 18% p.a.
- (II) Costs of the litigations may also be passed to the workman;
- (III) Any such further relief or reliefs, which this Hon'ble Court may deem fit and proper in the facts and circumstances of the case and in the interest of natural justice, may also be passed in favour of the workman and against the workman.

Management in reply to claim statement filed its written statement on 19.5.012. Wherein it mentioned as follows:-

1. Section 2 oo bb Industrial Disputes Act 1956 as amended upto date states that there is no illegal termination of the service of the workman due to non-renewal of the contract of employment between the employer and the workman concerned on expiry of the contract. The claimant/ workman/Sh. Satish Kumar was appointed as temporary peon at B.O. Bhiwani for a fixed period w.e.f. from 31.3.2003 to 23.6.2003 vide appointment letter dated 28.3.2003 of Branch Manager , Bhiwani with a monthly salary of Rs. 4150/- per month. At the time of appointment the claimant had also given an undertaking dated 31.3.2003 that, he will not claim for absorption in the management on account of his appointment. Letter dated 28.3.2003 is annexed as Annexure A. Undertaking dated 31.3.2003 is annexed as Annexure B.

2. Provisions of 25 F of the Industrial disputes act were and are inapplicable. The Claimant as employed on a purely contractual basis which was temporary in nature for 85 days as peon. At the end of the 85th day the employment of the claimant came to an end as per the terms and conditions of the letter dated 28.3.2003.

REPLY ON MERITS

1. The contents of Paragraph 1 of the statement of claim are a matter of record.
2. That contents of para 2 to the extent they state that the workman was appointed as peon on a permanent basis are denied. The workman was appointed on a temporary basis for 85 days vide letter dated 28.3.2003, through the process of employment exchange. It is wrong and denied that the services of the claimant were terminated suddenly.

Since the appointment was for 85 days it came to end on the expiry of the said on 23.6.2003 and not suddenly

as stated in the claim. As such requirement of any kind of notice did not exist.

3. That contents of para 3 are denied. That after the expiry of 85 days, contract of the claimant came to end and the claimant was not allowed to work further by the management.

4. That contents of para 4 are denied except to the extent they state that the claimant/workman was made through the process of employment exchange. The allegation of harassment and indiscrimination is absolutely baseless since the workman worked for the period eligible to him. The Branch Manager has no motive to get his own man/relative employed with the Corporation allegations levied are false and vehemently denied. Further the services of the workman came to end w.e.f 23.6.2003 and he did not attend the office thereafter. Copy of the attendance register is annexed as Annexure C.

5. That since the appointment was for 85 day only on account of seasonal rush of work and the claimant/Sh. Satish Kumar had signed the letter-dated 28.3.2003, so the question of serving any prior notice does not arise. The allegation that the management used the opportunity of dismissing him by naming him culprit in the robbery that took place in the Branch on 30.6.2003 is baseless.

6. That it is strongly and vehemently denied that the management asked the workman to provide evidence against the culprits in identifying the robbers. It is denied that the claimant was being made scapegoat to identify the robbers.

7. That the allegation made by the claimant/Sh. Satish Kumar is false as the Branch Manager and other officials never pressurized the claimant to provide evidence against the robbers. Since the post of the workman was purely on temporary basis, the question of reemploying him on permanent basis is false.

8. That appointment of the claimant /workman was temporary in nature for 85 days w.e.f. 31.3.2003 to 23.3.2003 as per latter ref: Temporary peon dated 28.3.2003. As per attendance register, he attended his duties from 31.3.2003 and discharged it on 23.6.2003. Attendance register is annexed as Annexure C.

The management never re-employed him and the question of paying very less wages is fictitious, false and fabricated.

9. That it is obvious from letter 28.3.2003 that the appointment was purely on temporary basis for a period of 85 days. The claimant/workman was never reappointed in the Corporation. The summons dated 15.5.2004 and 14.2.2006 were in response to the Legal Notice dated 30.6.2005 given by Advocate Sh. Amar Lal Hans.

10. That on the day of incident of robbery i.e. 30.6.2003, the claimant/ Sh. Satish Kumar was present in the office to

collect his balance salary though the claimant was not on the roll of Corporation on that day. It is denied that the claimant was ever pressurized by the management to identify the robbers. Copy of the deposition is annexed as Annexure D.

11. That the claimant /Sh. Satish Kumar was appointed as temporary peon at B.O. Bhiwani for a fixed period w.e.f from 31.3.2003 to 23.6.2003 vide appointment letter dated 28.3.2003 of Branch Manager , Bhiwani . At the time of appointment the claimant had also given an undertaking dated 31.3.2003 that he will not claim for absorption in LIC on account of his appointment.

12. That reply to the notice dated 30.6.2005was given by the Sr. Divisional Manager , Karnal vide letter dated 19.7.2005. The term of the claimant was from 31.3.2003 to 23.6.2003 and was never extended after the expiry of the term. Since he had not completed 240 days of continuous service in a calendar year so he was not entitled to the protection of section 25 (F) of the Industrial Dispute Act. Reply dated 19.7.2005 is annexed as Annexure E.

13. That contents of para 13 are denied for want of knowledge.

14. The claimant was appointed as temporary peon in B.O. Bhiwani for a fixed period of 85 days from 31.3.2003 to 23.6.2003. His services automatically terminated on the last day of the contract i.e. 23.6.2003.

15. That claimant/Sh. Satish Kumar S/o Sh. Chet Ram was appointed in the LIC of India, B.O. –Bhiwani as temporary peon on purely temporary basis for a fixed period of 85 days w.e.f 31.3.2003 to 23.6.2003. The service of claimant /Sh. Satish Kumar stood automatically terminated after the expiry of his term i.e. w.e.f 24.6.2003. Since the job was temporary in nature, it was not required to be give to him any notice period.

16. That since the job was temporary in nature no notice period was required to be served. Further claimant was paid salary for the period he had worked in the Branch.

17. That the allegation leveled by claimant/Sh. Satish Kumar on the management is totally unjustified. The contract was only for 85 days and terminated on 24.6.2003. The management never told the claimant of re-employment if the claimant identified the robbers.

18. That the term of the claimant was from 31.3.2003 to 23.6.2006 and was never extended after the expiry of term on 23.6.2003. Since the claimant had not completed 240 days continuous services in a calendar year so he was not entitled to the protection of section 25(F) of Industrial dispute act.

19. That the management is not bound to pay the litigation charges to the workman as the charges leveled by him are baseless, false and denied.

Claimant on 26.7.2012 filed Rejoinder. Wherein he stated as follows:—

1. That contents of para No.1 of the preliminary submissions and objections are wrong and hence denied. It is emphatically denied that there is no illegal termination of the service of the workman as per Section 2 oo bb of the Act on the ground muchless as alleged or otherwise. It is emphatically denied that the employment of the workman was on contract basis and temporary for a fixed period from 31.3.2003 to 23.6.2003. It is emphatically denied that the claimant tendered undertaking dated 31.3.2003 that he will not claim for absorption in the Management on account of his appointment. Undertaking is false and frivolous . As a matter of fact, the workman was appointed as peon, on permanent basis by the Management through the process of Employment Exchange and the workman had been working honestly , diligently, sincerely upto the entire satisfaction of the Management and the workman was made a scapegoat of a robbery took place in the branch on 30.6.2003 in which a huge sum of Rs. 12,69,554.20 paise was robbed by the robbers. It is submitted that the workman had worked even after 30.6.2003 till the year 2006 which is also evident from the court summons dated 14.5.2004 and 14.2.2006 filed with the statement of claim. Even the Management/Respondent also issued a certificate dated 30.9.2003 confirming working of the workman with it till 30.9.2003 original certificate is filed with this reply. In view of the facts stated above and in the statement of claim alongwith the documentary proof , the termination of the workman from the services is illegal , unlawful, unjustified and against the labour laws.

2. That the contents of para No.2 of the objections are totally false, frivolous, misconceived and hence denied in toto. It is absolutely denied that provision of Section 25 F of the Act were and are inapplicable. It is further specifically wrong and denied that at the end of the 85th day the employment of the claimant came to an end as per the terms and conditions of the letter dated 28.3.2003. It is reiterated that the complainant was wrongly terminated from the services and despite his termination the management used to take duties from him till the year 2006 as clarified above in the preceding para as well as in the statement of claim.

Rejoinder to reply on merits.

1. That the contents of para No.1 of the reply need no reply being matter of record and admitted by the respondent.

2. That the contents of para No. 2 of the reply are wrong and denied and those of the corresponding para of the statement of claim are reiterated as correct. It is emphatically denied that the appointment was for 85 days and it came to end on the expiry of the same on 23.6.2003 or that requirement of any kind of notice did not exist. It is submitted that the workman was illegally and unlawfully

terminated from the service and even after his termination the management used to take work from the workman as is evident from the facts narrated in the claim statement and in the preceding para.

3. That the contents of para No. 3 of the reply are wrong and denied and those of the corresponding para of the statement of claim are reiterated as correct.

4. That the contents of para No. 4 of the reply are wrong and denied and those of the corresponding para of the claim statement are reiterated as correct. It is emphatically denied that services of the workman came to end w.e.f 23.6.2003 and he did not attend the office thereafter. It is reiterated that workman had been working with the Management even after 30.6.2003 which is also evident from the certificate dated 30.9.2003 issued by the respondent as well as from the court summons narrated in the claim statement.

5. That the contents of para No. 5 of the reply are wrong and denied and those of the corresponding para of the statement of claim are reiterated as correct. It is emphatically denied that the appointment was for 85 days only as alleged or otherwise . It is reiterated that the workman was made scapegoat of the robbery as he did not recognize the culprit of the robbery took place in the branch on 30.6.2003. It is also matter of record that the management used to avail services of the workman till 2006 as is evident from the letter dated 30.9.2003 and the court summons placed on the record of this Hon'ble Court.

6. That the contents of para No. 6 of the reply are wrong and denied and those of the corresponding para of the claim statement are correct. It is reiterated that the workman has become victim at the hands of the respondent management as he could not recognize and /or identify the robbers by face. It is reiterated that the management/respondent tried their level best to use the workman as tool to identify the robbers despite the fact that the workman never seen the robbers by face. A bare perusal of the statement of Ld. PP for the State also suggests this fact during cross-examination of the workman in criminal case FIR No. 124/03, which is reproduced below, for the kind consideration of this Hon'ble Court:-

“ At this stage learned PP for the State request for declaring the witness hostile as the witness is suppressing the truth.”

Thus, the workman is the victim at the hands of the respondent/management.

7. That the contents of para No. 7 of the reply are wrong and denied and those of the corresponding para of the statement of claim are reiterated as correct. It is denied that the workman was purely on temporary basis. It is submitted that even after illegal termination of the workman from the services the management had been taking the services of the workman till 2006 as is evident from the documents placed before this Hon'ble Court.

8-9. That the contents of para No. 8 and 9 of the reply are wrong and denied and those of the corresponding para of the statement of claim are reiterated as correct. It is specifically denied that appointment of workman was temporary in nature for 85 days. It is totally false and that the management never re-employed him. In this connection the certificate dated 30.9.2003 filed with this reply as well as court summons already placed on record are suffice to show that the management had been availing services of the workman till 2006.

10. That the contents of para No. 10 of the reply are wrong and denied and those of the corresponding para of the statement of claim are reiterated as correct. However, it is not denied that on the day of incident of robbery i.e. 30.6.2003 the claimant was present in the office. However, it is specifically denied that he was not on the roll of Corporation on that day as alleged. Extract of deposition as narrated in the earlier para itself shows that the officials of the respondent management adamant to pressurize the workman to identify the culprits whom the workman never seen by face.

11. That the contents of para No. 11 of the reply are wrong and denied and those of the corresponding para of the statement of claim are reiterated as correct. It is specifically denied that claimant was appointed as temporary peon muchless as alleged or otherwise and /or that he signed undertaking dated 31.3.2003 in the manner as alleged.

12. That the contents of para No. 12 of the reply are wrong and denied and those of the corresponding para of the statement of claim are reiterated as correct. It is reiterated that the workman was appointed through the process of Employment Exchange on permanent post and the corporation availed his services from 28.3.2003 till 2006 as is evident from the documents filed on records which is more than the required 240 days of continuous services as such the claim of the claimant is very much maintainable under the provisions of law. All the other allegations in the para under reply except matter of record are wrong and denied.

13-19. That the contents of para No. 13 to 19 of the reply are wrong and denied and those of the corresponding para of the statement of claim are reiterated as correct. It is specifically denied that he was appointed as temporary peon or that his services automatically terminated w.e.f 23.6.2003. It is specifically denied that he was not required to be served with a notice or salary in lieu of the notice period. It is denied that the workman was not reemployed. As a matter of fact, the management availed services of the workman till 2006 as is evident from the certificate of 30.9.2003 and of the court summons as placed on record and worked more than 240 days in a year as per law and as such the management is liable for the action under the law.

My Ld predecessors has not framed any issue but proceed to adjudicate the present reference on the basis of schedule wherein questions of determination were as follows:-

“Whether the action of the management of Life Insurance Corporation of India, Bhiwani in terminating the services of Sh. Satish Kumar S/o Sh. Chet Ram Peon w.e.f 30.6.2003 is just and legal? If not to what relief the workman is entitled to?

Workman in support of his case filed affidavit on 8/1/13. Wherein he stated as follows:-

1. That I state that I am the claimant in the above noted matter and am fully conversant with the facts and circumstances of the case; hence I am competent to swear the present affidavit. I have file the claim petition which bears my signature as point A and B on claim petition and point C and D on affidavit.

2. That the present claim petition is being filed before this Hon’ble Court as per the directions of the Hon’ble High Court of Punjab and Haryana at Chandigarh vide order dated 9.10.2006 in CWP No. 9328/2010. The certified copy of the order is Ex.WW-1/1.

3. I say that I was appointed as peon on permanent basis by the management w.e.f 28.3.2003 through the process of Employment Exchange. I have work honestly, diligently and sincerely, upto the entire satisfaction of the management.

4. I say that the management without any prior intimation or notice, all of a sudden dismiss me from the service w.e.f. 30.6.2003. I had drawn my last salary of Rs. 4150/- P.M.

5. I say that even after my illegal termination, the management used to take work from me and I had worked on the post of peon even after my illegal termination. The management did not pay the salary/wages/benefits as per the rules and regulations of the Labour Laws. I say that the summons issued by the Hon’ble Court dated 15.5.2004 and 14.2.2006 of Sh. Sandeep Kumar Garg, Addl. Sessions Judge-Cum- First Track Court, Bhiwani in FIR case No. 124 as witness for the dated 28.5.2004 and 23.3.2006 are the evident that I was working in my office with the management and for the service of the summons to me in the said FIR were send on the said address. I say that in fact, this summons were issued in connection with the robbery was committed on 30.6.2003 at the branch office of the management and I was one of the witness of that robbery. A huge sum of Rs. 12, 69,545.20 paise was robed by the robbers. The branch manager including other senior officers of the management was also witness of the said robbery but they expressed their inability to become a witness and forced me to be a witness. Copy of summons dated 28.5.2004 and 23.2.2006 issued by Sandeep Kumar Garg, ADJ, is Ex. WW-1/2 and Ex. WW-1/3.

6. I say that I was insisted from the management to give evidence against the culprits and identified the robbers despite the fact that the senior officers including manager also present in the branch at the time of robbery. I had been met scapegoat to identify the robbers despite the fact that I did not see the face of the robbers. I further states that a bare perusal of the order dated 4.12.2004 in case FIR No. 124 dated 30.6.2003 passed by Sh.Sandeep Kumar ,ASJ ,Bhiwani clearly reflect that I was met as star witness to the said crime/robbery.

7. I say that the Branch Manager of the Management apart of that incident the branch manager was not happy with my appointment because my appointment was through employment exchange. The branch manager wanted to get his own man/relatives to be employed with the management . With this sole illegal and unlawful end , Branch Manager of the organization hatched conspiracy with me and dismiss me from the service w.e.f 30.6.2003 without any rhyme and reason or without serving any prior notice or pay in lieu thereof, which is totally against the established labour law. However, I continued with my job till the year 2006 without break-up and without salary and other benefits. It is further clarify that the management issued the certificate to me which confirming my working with the management till 30.9.2003. Original copy of certificate issued by LIC on its letter head dated 30.9.2003 is Ex. WW-1/4

8. I say that the act of the management of dismissing / terminating me from the service in the result of vindictive attitude of the officials of the management at the Bhiwani Branch.

9. I say that feeling aggrieved by the action of the management I got issued a legal demand notice dated 30.6.2005 through Sh. Amar Lal, Advocate to the management whereby the management was called upon to reinstate to me in the service with full back wages and all consequential benefits. However, despite the service of this notice, the management did not act in accordance with act of labour Act and refused to reinstate me on service. Copy of the notice is mark as Mark-A.

10. I say that I have filed a claim petition before the Assistant Labour Commissioner, Central ,Faridabad where reconciliation proceedings were conducted and the same was failed. The Assistant Labour Commissioner submitted failure report to the Ministry of Labour , Govt . of India vide No. 8 (26) 2005 ALF dated 31.1.2006 mentioned my wrong address.

11. I say that the Ministry of Labour Govt. of India thereafter referred the reference for adjudication to this Hon'ble Court to the following effect:

"Whether the action of the management of Life Insurance Corporation of India, Bhiwani in terminating the services of Sh. Satish kumar S/o

Sh. Chet Ram Peon w.e.f 30.6.2003 is just and legal?
If not to what relief the workman is entitled to?"

12. I say that my termination/dismissal from the service is totally illegal, unjust and malafide. I have been victimized for no fault, my termination without giving any reason is against the service rules and regulation and principle of labour law. I was continued with my job without salary. I have not given any payment or prior notice before termination. I have been meted with hostile discrimination as mentioned above. I have been working under the direct control and supervision of the management. I have been not offered any compensation for my illegal termination.

13. I say that my impugned termination is against the principle of natural justice and labour law established under the statute which is not sustainable in the eyes of law.

14. I say that right from the day of my illegal and unlawful termination/dismissal from the service, I am unemployed and despite my best efforts, I could not get any employment and also because of the fact that the management kept on alluring me that he could be employed me in case I identify the robbers in FIR case No. 124 dated 30.6.2003.

15. I say that I am liable to be reinstate in the service with full back wages since the day of my termination/ dismissal dated 30.6.2003 with all consequential benefits.

16. I say that I am also entitle to reimburse with the cost of this litigation from the management.

17. I say that my claim petition is correct and the same may kindly be allowed as prayed in claim petition before this Hon'ble Court.

He tendered his affidavit on 10.6.2013.

He was cross-examined same day by Ld. A/R for the management .

His examination-in-chief and cross-examination is as follows:-

I tender my affidavit as evidence, which is Ex. WW1/A. Alongwith this Affidavit , I rely on order dated 9.10.2006 passed by High Court of Punjab and Haryana , summons dated 28.5.2004 and 23.2.2006 issued by Sh. Sandip Garg , ADJ, Bhiwani, certificate dated 30.9.2003 issued by the management , notice dated 30.6.2005 and order dated 4.12.2004 passed by ADJ Bhiwani, Haryana , which documents are Ex. WW1/1 to Ex. WW1/6 . These documents may be read in support of my affidavit.

XXXX by Sh. Ashish Verma, A/R for the management.

I was appointed by the management when my name was sponsored by employment exchange. I was interviewed by the management on 28.3.2003. I am matriculate. I know English a little bit. It is correct that I had mentioned in my claim statement that I was appointed

by the management on 28.3.2003. I was made aware that my appointment was for 85 days only. Undertaking Ex. WW1/M1 bears my signature at Point A. It is correct that I submitted my joining report on 31.3.2003. It is also correct that my term of appointment was upto 23.6.2003. I was called in the office by the management on 30.6.2003 to offer me a permanent job. No appointment letter was given to me on 30.6.2003. Again said, I was engaged as a daily wager by the branch manager . I am not in possession of any document which may show that I was engaged as a daily wager since 30.6.2003. It is not mentioned in my claim statement that I was called by the management on 30.6.2003 to offer me a permanent job. It is also mentioned in my claim statement that I was engaged as a daily wager with effect from 30.6.2003.

A theft had taken place in the branch of the management on 30.6.2003. I was summoned by the court in respect of that theft , as a witness. It is incorrect that my demand notice is based on false facts. It is further incorrect that my claim is also based on false facts. It is incorrect that I am not entitled to relief of reinstatement in service.

I am unemployed since June, 2006. I had not made effort to gain employment thereafter. I was employed by the management from June, 2003 to June 2006. It is incorrect that I was not engaged by the management after June, 2003.

There after Sh. Neeraj Kumar Ld A/R for the claimant closes evidence of the claimant .

Sh. Ashish Verma Ld. A/R for the management filed affidavit of management witness Sh. R.S.Poonia as evidence. Copy of which supplied to Ld.A/R Sh. Neeraj Kumar.

Case adjourned to 23.8.2013 for cross-examination of Sh. R.S. Poonia and other evidence of the management on 23.8.2013.

MW1 Sh. R.S Poonia was examined and cross-examined.

His examination and cross-examination is as follows:-

I tender my evidence filed on 10.6.2013. I point X and Y are mine. Documents filed be are exhibit are A1, A2, A3 and B.

I have verified the affidavit on 6.6.2013. I have verified the same at karnal. The same was attested by notary karnal. I don't know who filed WS for the management i.e. LIC . As a capacity of Chief Manager then Branch Manager of Bhiwani Branch came before this Hon'ble Court for the evidence . I cannot submit authorization letter. Question. Was objected by Ld. A/R's evaluation of aforesaid answer shall be appreciate at the time of judgment. No would resolution had been passed through which I have been directed to produce Ld. A/R's for management have objected. I came in evidence sumoto. I cannot read copy of document exhibit in toto but date of joining can be read.

I have no personal knowledge in case of Satish Kumar . It is correct that Mr. Satish Kumar was appointed on 28.3.2003 . He was temporarily for 85 days. An appointment letter was issued to him. I have not filed any documents regarding voluntarily whatever the documents related to the appointment is within the knowledge of legal department. I have no idea regarding the monthly salary of the claimant but it may be about 4150/- per month. We have not issued any notice regarding the termination. It is wrong to suggest that useless substitute previous workers comes to work.

I have not brought the original of Ex MW1/B . Or termination nothing is to be paid to the workman. It is correct that on 30.6.2003 a robbery was committed by some robbers at Bhiwani Branch. Such occurrence committed after my transfer. I can't say whether FIR was logged or not. I don't know FIR bearing no. 124/30/6/2003 was registered or not. It is wrong to say that Mr. Satish kumar was forced to identify the culprits of robbery as evidence before ID etc. Voluntary stated I am not aware of the facts whether force was applied on Mr . Satish Kumar. It is wrong to say that they then Branch Manager Bhiwani wants to appoint own candidate in place of workman so he was terminated. I don't know whether the claimant continue to work after termination upto 2006. I cannot tell whether summon to witnesses dated 14.2.2006 were received where he was working at the time. It is wrong to suggest that the workman has been victimize for no fault of his further it is wrong to suggest that the workman was illegally terminated without giving any reason and against the service rule and regulation and principle of labour laws. It is wrong to suggest that the job he was working continued till year 2006 from the date of his appointment . It is wrong to suggest that the workman was met with hostiled discrimination and was thrown out of job illegally. It is correct that the workman was under the direct control of supervision of the management. It is wrong to suggest that workman is entitled for full backwages. It is wrong to suggest that I don't have any personal knowledge of the case. It is wrong to say that depositing false statement.

Management filed affidavit of Ms. Nandita & Sh. L.S.Sangwan which were introduced on record. Copy of affidavit were supplied to Ld. A/R for the workman and fixed 10.10.2013 for examination and cross-examination of aforesaid MWs.

On 10.10.13 examination and cross-examination of MW2 Miss Nandita and MW3 Mrs. L.S Sangwan were recorded.

MW2 Ms. Nandita, examination and cross-examination is as follows:-

I tender my affidavit alongwith documents marked as Exhibit MW3/A, Exh. MW3/B Exh. MW3/C , MW3/D. Signature at point X and Y are mine.

I joined my job on 31/3/1997 as AAO in LIC of India and my training was held at Bhopal. I have joined Delhi Division I, legal department in June, 2012 as manager (legal) from June, 2012. I do not know regarding the case record of the workman. I do not know when Mr. G.P. Pandey was duly authorized to sign the reply. As per the case record workman only worked for 85 days. On that basis I stated so in the affidavit June, 2003 is the date of the termination of the workman. No termination was required as he was appointed for a fix period. I have not much knowledge of robbery when it was committed in branch office of Bhiwani detail are not in my knowledge. I do not know whether Satish was witness or not. It is wrong to suggest that workman was worked upto 2006 without any break. It is also wrong to suggest that no payment was paid to him. It is wrong to suggest that the workman made scapegoat with regard to the robbery as he was compelled to identify the culprits of the branch office. It is wrong to suggest that the workman has been illegally terminated without giving any reason and against the service rules and regulation. It is wrong to suggest that I have no personal knowledge of the present case. Further it is wrong to suggest that I filed wrong affidavit. It is further wrong to suggest that I am deposing falsely.

MW3 Sh. L.S. Sangwan, examination and cross-examination is as follows :—

The Exh. No 2/A1 and 2/1, 1/B, 2/A, 2/B, 2/C, 2/D, 2/E are Exhibits. The signature at point X and Y are mine (more of the exhibited documents is objected by the counsel of the workman.)

XXXX by Sh. Neeraj Kumar

I have singed my affidavit after going through the contents of the same. I have not mentioned in my affidavit that when I got retired from my Job. Voluntarily it does not concern with the present case. Again volunteered I got retired. On 30.6.2006. I have got the personal knowledge of the present case. I have not authorized by the LIC to deposed before this Hon'ble Court today. I have not brought any authorization letter from the concerned department to produce it before this Hon'ble Court today. Volunteered I got retired from my job from Bhiwani Branch office. I have not mentioned that I was posted at Bhiwani branch from 14.5.2003 to 30.6.2006. till my retirement. Voluntarily said that exact working period of my at Bhiwani branch from 27.5.2003 to 30.6.2006. It is wrong to suggest that I signed my affidavit without going through the contests of the same. It is wrong to suggest that I have no personal knowledge of the present case. I cannot say the exact date of the appointment of the workman but he was appointed prior to my joining at Bhiwani Branch. It is correct that there has been no disciplinary action was taken against the workman nor any complaint mit was against him during his service period at any point of time volunteered because he was worked with the office on

27.5.2003 to 23.6.2003 till the period I was posted there. A robbery was committee in the branch office in the year 30.6.2003. I was branch manager at the time of the robbery. The Fir was also registered . Mr. Satish was one if the witness of this case of the robbery. It is wrong to suggest that management compelled Satish to identify the culprits of the robbery. It is wrong to suggest that on his refusal management was annoyed with Satish. It is incorrect to suggest that I want Satish had spelled and in his place I want to appoint my own people.

Question :—The Management used to take service of the workman even after his termination ?

Ans. No.

It is wrong to suggest the management used to take the services of Satish even after his termination till year 2006.

Observation

It is correct that on summon on Satish his address is written as follows:-

“At present peon (Temporary) Life Insurance Corporation BWN”

On 14.2.2006 I was not in charge branch manager but I was manager (sales) It is correct that Satish Kumar was paid upto 23.6.2003. It is wrong to suggest that workman worked upto year 2006 without any wages and other benefits but no payment was made to him. I have not received any legal notice by the workman dated 30.8.2005 through his lawyer as I was not in charge during that period as a Branch Manager. No termination letter was issued by me to Satish. At the time of appointment his tanner was fixed. No notice was required. He was appointed as per procedure. It is wrong to suggest that the workman has mit scapegoat with regard to the robbery which taken place on 30.6.2003. It is wrong to suggest that the workman has been victimized and he is terminated from his service without giving any reason against the service rules and regularization and Practice Labour Law .It is wrong to suggest that I have filed wrong affidavit and I have deposing falsely.

Thereafter management closed its evidence then 18.11.2013 was fixed for argument.

Ld.A/R for the parties orally argued.

They also filed Written Arguments.

Written Argument of workman as follows:-

- (a) That the Workman was appointed as Peon, on permanent basis, by the management w.e.f 28.3.2003, through the process of employment exchange and the workman worked honestly, diligently, sincerely up to the entire satisfaction of the management. However, the management without any prior notice or intimation, all of a sudden dismissed the workman from the services with effect from 30.6.2003. The

workman's last drawn salary was Rs. 4150/- per month. However, the workman was dismissed from the service, but the management used to take the work from the workman but he was neither paid the wages and benefits as per the rules and labour laws under the Industrial Disputes Act.

(b) That it is respectfully submitted that the workman had worked with the management without any break up. In fact, the branch of the management was not happy with the appointment of the workman whose appointment was made through the process of employment exchange and that is why the said branch manager of the Management started harassing and indiscriminating the workman without any rhyme and reason right from the day of appointment of the workman in the said branch, with sole motive to get his own man/relative employed with the corporation /management. With this sole illegal and unlawful aim in his mind, the branch manager of the corporation /management hatched conspiracy with the workman and dismissed the workman from the permanent service of the workman rhyme and reason and that too without serving any prior notice or pay in lieu thereof, which is totally against the established labour law. However, the workman continued with his job till the year 2006.

(c) That it is also pertinent to mention herein that on 30.6.2003, a robbery was committed by some robbers at the Branch office of the management and this gave opportunity to the branch manager to dismiss the workman from the service. In the said robbery, a huge sum of Rs. 12.69,554.20 paise was robbed by the robbers. Branch manager and other senior officials of the management made workman as one of the witness of the said robbery despite the fact that the workman did not see by face any robbers/ culprits involved in the said robbery and when the workman expressed his inability to become a witness in the said robbery case, the branch manager of the management , who was looking for such an opportunity , dismissed the workman from the service all of a sudden , even without serving any prior notice or payment in lieu of the notice period.

(d) That it is further pertinent to mention here that the management persistently insisted the workman to give evidence against the culprits in identifying the robbers, despite the fact that the senior officials who were also present in the branch at the time of robbery must had seen the robbers/accused did not come forward in favour of the management of identify the robbers/culprits /accused and on the contrary the workman had been made scapegoat to identify the robbers despite the fact that the workman did not see any of the robbers by face and was thus unable to identify them.

(e) That it is also pertinent to mention here that the senior officials , more particularly branch manager of the management used to take work from the workman by alluring and inducing that if the workman would give evidence against the accused/robbers in their identification, the management would reemploy the workman on the permanent post.

(f) Working of the workman with the management is also duly confirmed and established by the summons dated 15.5.2004 and 14.2.2006 issued to the workman by the court of Sh. Sandeep Kumar Garg, Addl. Sessions Judge-cum-Fast Track Court, Bhiwani in FIR case NO. 124/2003 for workman's evidence on 28.5.2004 and 23.3.2006 respectively served upon the workmen at the branch office address. Thus, it is crystal clear that the workman rendered his services beyond the period of 140 days continuously but the management aid not pay him the salary and wages and other benefits as rules and labour laws.

(g) The copy of legal notice of the workman, and service of summons dated 14.5.2004 and 14.2.2006 upon the workmen substantiate the claim of the workman by reflecting that the workman had been continuously working with the management till the year 2006 but the management did not pay the workman his wages, benefits as per the service rules and principles of labour laws the same was admitted by the management witness in their cross-examination.

(h) It is also pertinent to mention here that incident of robbery had taken place in the presence of several officials, senior and juniors, but despite seeing the robbers by face by the said officials , none of them came forward to identify the robbers and on the contrary, all the above said officials pressurized the workman for identification of the robbers /accused although the workman had never seen the robbers/ accused by face. A bare perusal of the order dated 04.12.2004 in case FIR No. 124 dated 30.6.2003 clearly illustrated that the workman was made as star witness to the said crime/robber.

(i) That the workman got issued a legal demand notice dated 30.6.2005 through Sh. Amar Lal, Advocate , to the management , whereby the management was called upon to reinstate the workman in the service with full back wages and all consequential benefits. However, despite service of the said notice, the management did not act in accordance with the labour laws rather refused to reinstate the workman on service.

(j) The workman filed his claim before the Assistant Labour Commissioner (Central) , Faridabad where reconciliation proceedings were failed.

(k) That ministry of Labour , Govt. of India thereafter, referred the reference for adjudication to this Hon'ble Court.

(l) That the aforesaid termination/dismissal of the workman from the services is totally illegal, unjust and malafide for the amongst following reasons:-

- (i) That the workman has been victimized for no fault of his and he was illegally terminated without giving any reason and against the service rules and regulations and principle of labour laws.
- (ii) That the job against which he was working is still continuing and was of permanent and regular nature.
- (iii) That no notice was given nor payment in lieu of the notice period was offered or paid to the workman at the time of termination of the service .
- (iv) That the workman was meted with hostile discrimination.
- (v) That the workman had been working under the direct control and supervision of the management.
- (vi) That the management has also taken fresh hands to the employment after terminating the services of the workman.
- (vii) That the workman has not committed any misconduct whatsoever.
- (viii) That no service compensation was either offered or paid to the workman at the time of his illegal termination.
- (ix) That the impugned termination of the workman from the service is against the principle of natural justice and labour law established under the statute.
- (x) That the management has filed their reply which failed to disclose any valid reason of the termination of the workman as much as only stated that the workman was appointed for a fixed period w.e.f 31.3.2003 to 23.6.2003. However, the management not given any proper reason as to why they used to take the services of the workman even after his termination. The management even failed to cross-examination of workman on this particular point and only asked regarding the undertaking which bears the signature of the workman, however, not asked any question regarding the contents of the undertaking. It is humbly submitted that the workman was misled and forced to sign the undertaking by the management. Even otherwise the management has failed to lead any proper evidence to substantiate their defence. The witnesses examined by the management clearly deposed that they have no personal

knowledge regarding the case. The witness Sh. L.S. Sagwan on dt. 10.10.2013 deposed clearly that, “ it is correct that on summon on Satish his address is written as follow:- at present peon (temporary life insurance corporation BWN). ” The witness was also not authorized by the management and he deposed himself, “ I have not authorized by the LIC to deposed before this Hon’ble Court today I have not brought any authorization letter from the concerned department to produce it before this Hon’bel Court today ”. Even in his affidavit of Chief Examination he not mentioned that he was posted in Bhiwani Branch from 14.5.2005 to 30.6.2006. MW 3 Ms. Nandita was also examined by the management on 10.10.2013, who herself deposed in cross-examination that “ I do not know regarding the case record of the workman. She further deposed I do not when Mr. C.P. Pandey was duly authorized to sign the reply. ” MW1 Mr. R.S. Poonia was also examined by the management who also deposed during the cross-examination that, “ I have no personal knowledge in case of Satish Kumar ”. Moreover, the documents, filed by the management in their support are also photocopies and dim which are not legible and not even certified and marked/ exhibit. The management failed to point out their defence for want of evidence and relevant documents.

(m) It is therefore most respectfully submitted that the dismissal of workman from the service without serving any notice period is absolutely against the labour laws, illegal , unlawful and is against the principle of natural justice and is not sustainable in the eyes of law and that is why the central government after considering all the above aspects of the matter made the above reference for adjudication by this Hon’ble Court. The workman is unemployed and despite his best efforts, he could not get any employment. That the workman is liable to be reinstated in the service with full back wages since the day of his termination/dismissal i.e. 30.6.2003 till his reinstatement with all consequential benefits. That the workman has also incurred substantial expenses on account of litigation charges and the workman is also entitled to the costs of the litigation from the management.

WRITTEN ARGUMENTS ON BEHALF OF MANAGEMENT/LIFE INSURANCE CORPORATION OF INDIA.

The workman has stated in the claim petition in evidence filed by an affidavit that he was appointed by

the management on 28.3.2003 through the process of employment exchange and was suddenly terminated on 30.6.2003. It is not the case of the workman that he had been appointed and was continuously working with the management for the last one year previous to his appointment/alleged retrenchment on 30.6.2003. The claim petition of the workman for reinstatement and back wages is not maintainable and needs to be dismissed. No document was filed to show continuous service prior to date of alleged retrenchment and no witness examined.

WORKMAN IS GUILTY OF SUGGESTION FALSE AS DOCUMENT 30.9.2003 IS AN ATTEMPT TO MISIFAD THIS HON'BLE TRINUNAL AND IS FALSE AND FABRICATED

The workman has filed an original documents dated 30.9.2003 along with his rejoinder and marked the said documents as Exh. WW-1/4 to prove that the management was continuously taking work from him till 30.6.2003 Exh. WW-1/4 is of one Sh. Suresh Kumar S/o Sh. Jagdish Prasad and not of the workman . In the cross examination the workman has specifically stated that he was not in possession of any document which may show that he was engaged as a daily wager with effect from 30.6.2003. No document was filed to show continuous service and no witness examined.

CASE OF NO EVIDENCE/FALSE EVIDENCE

The burden of proof was always on the workman to prove his claim. The workman has failed to produce any document to prove terms of contract and period of employment. The muster role produced by the management , Exhibit MW2/B proves that the workman worked from 31.3.2003 to 23.6.2003 in cross-examination the workman has admitted that he was made aware of the terms and conditions of his employment which was for a period of 85 days only. Undertaking Ex. WW1/M1 has been admitted by the workman and signatures thereon identified as his. It was further admitted that the term of appointment of the workman was upto 23.6.2003 only. The workman has filed a false document Exh. WW-1/4 and falsely stated that he was employed on a permanent basis till 23.6.2003 and then till 2006. Exh. WW -1/4 has been denied. Allegation of continuous/permanent job is wholly unsubstantiated.

ALLEGATION OF PRESURE BY MANAGEMENT TO BECOME WITNESS FALSE AND FABRICATED

The workman was the person from whom money bag was snatched and was the prime witness of the robbery committed on 30.6.2003. MW2, Sh. L.S Sangwan was PW 4 in the criminal case and had stated that the workman was not an employee of the management but was there to collect his salary only. MW2 has denied pressure on the workman for becoming a witness.

EMPLOYMENT OF WORKMAN WAS FOR FIXED PERIOD OF 85 DAYS AND NO REQUIREMENT OF SECTION 25 F EXISTED

The letter dated 30.9.2003 filed as WW-1/4 by the workman with his evidence has been denied as a false forged and fabricated document by MW2 , Sh. LS Sangwan in his evidence. It has been stated and reiterated by all three management witnesses and proved that the claimant was employed with effect from 31.3.2003 to 23.6.2003 vide appointment letter dated 28.3.2003 Exh. 2/A with a salary of Rs. 4150 per month on a purely contractual basis which was temporary in nature for 85 days as peon. At the end of the 85th day the employment of the claimant came to an end as per the terms and conditions of the letter dated 28.3.2003 and undertaking is WW1/M1 , MW2, Sh. LS Sangwan has stated in his deposition and Exh. MW2/D, that the workman was not an employee of the management but was present at the branch office only to collect his salary. MW2 has denied taking work from the workman after 23.6.2003. Section 25F was inapplicable. In cross-examination the workman had admitted that he was employed from 31.3.2003 to 23.6.2003 as a daily wager. In cross, the workman has denied any further extension denied Exh. WW-1/4. The workman was paid salary for the period he had worked in the Bhiwani branch.

In the light of contentions and counter contentions of Ld. A/R's for the parties . I perused the pleadings of claim statement, written statement, and rejoinder and evidence of the parties , settled law of Hon'ble Supreme Court as well as Hon'ble Delhi High Court including relevant provision of law including case law. Perusal of pleadings of evidence of claimant/workman shows that he was not discharged on 23.3.2003 by management but he was in service of management on 30.6.2003 when robbery took place in the branch office of LIC , Bhiwani and robbers snatched the beg from the workman/claimant Sh. Satish Kumar containing cash of Rs. 12,69,554.20. Had workman not been in the service in management such bag containing cash must have not been in the possession of workman as workman of the management.

Moreover workman was summoned as witness by trial court through which robbery case was tried the workman was examined there is prosecution witness where he declared hostile . Due to which case of culprits has been decided in their favour and they were acquitted. Allegation of workman/claimant are that workman /claimant was terminated by management after incident of robbery and he was compelled to identify the culprit of robbery. Management gave allurement in case he identifies the culprit of robbery. Workman/Claimant further alleges that management took services of workman upto 14.2.2006 and paid upto nothing as salary etc. and terminated him on 14.2.2006.

Thus, Management adopted unlawful labour practice in the instant case. So, workman claimed his

reinstatement, full back wages and all consequential benefit alongwith interest @ 8% p.a. etc.

Although perusal of pleadings and evidence of management on record is that workman was appointed for 85 days only so his services already expired on 23.6.2003. So no notice etc u/s 25F I.D Act necessary but to appreciate the evidence on record. This fact cannot be brushed aside as a trivial fact that on the date of robbery 30.6.2003 workman/claimant having cash bag of management of L.I.C from whose possession robbers snatched the bag.

Moreover workman/claimant was mentioned as star witness of the robbery in the robbery case. He was shown to be in service of management. He was summoned by court concerned from his office address and he was examined in court in which his official address was mentioned. These facts cumulatively sufficient to infer that workman /claimant was in service of management and management was not paying him salary etc. since 24.6.2003 onward.

Management with an ulterior motive terminated the services of workman /claimant. In these circumstances I am of considered view that management of LIC adopted unfair labour practice in the instant case and took services of workman /claimant without any payment to him but at the same time I am of considered view that workman was a daily wager.

I perused the settled law of Hon'ble Supreme court on the point of reinstatement and grant of back wages which shows that reinstatement is not a necessary consequence wherever termination is held illegal. Depending upon the facts of each case a suitable compensation can be awarded. In Assistant Engineer, Rajasthan Dev. Corporation and Anr Vs. Gitam Singh, (2013)II LLJ 141 Hon'ble Supreme Court has held that reinstatement of workman with continuity of service and 25% back wages was not proper in the facts and circumstances of the case and the compensation of Rs.50,000 (Rs. Fifty Thousand Only) shall meet the ends of justice. In Jagbir Singh Vs. Haryana State Agriculture Marketing Board & Anr AIR 2009 Supreme Court 3004, Hon'ble Supreme Court held thus "the award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination particularly, daily wagers has not been found to be proper by this Court and instead compensation has been awarded." In catena of Judgments, Hon'ble Supreme Court has taken a view that reinstatement is not automatic, merely because the termination is illegal or in contravention of S-25-F of the Industrial Dispute Act. In Talwara Co-operative credit and service society Limited Vs. Sushil Kumar (2008) 9 SCC 486, Hon'ble Supreme Court held thus," grant of relief of reinstatement, it is trite, is not automatic. Grant of back wages is also not automatic."

Workman of the instant case was not appointed by following due procedure and as per rules. He had rendered service with the respondent as a casual worker, thus. Compensation of Rs. 50,000/- (Rs. Fifty thousand only) by way of damages as compensation to the workman/ claimant by Management after expiry of period of limitation of available remedy against Award. That will meet the ends of Justice.

Thus Reference is decided in favour of workman and against Management.

Award is accordingly passed.

Dated : 03/04/2014

HARBANSH KUMAR SAXENA, Presiding Officer

नई दिल्ली, 16 मई, 2014

का.आ. 1515.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार न्यू इंडिया इन्सोरेन्स कंपनी लिमिटेड के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम व्यायालय, कानपुर के पंचाट (संदर्भ संख्या 16/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9/05/2014 को प्राप्त हुआ था।

[सं. एल-17012/23/2006-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 16th May, 2014

S.O. 1515.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 16/2007) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of New India Assurance Company Limited and their workman, which was received by the Central Government on 9/5/2014.

[No.L-17012/23/2006-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE SRI RAM PARKASH, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR.

Industrial Dispute No. 16 of 2007

Between

Sri Ram Bhajan Kushwaha,
son of late Sri Sunder Lal Kushwaha,
Resident of EWS 884 Barra -2,
Kanpur.

And

The Assistant General Manager,
NICL, New India Assurance Company limited,
Regional Office, Green House, 15/60,
Civil lines, Kanpur.

AWARD

1. Central Government MoL New Delhi, has referred the following dispute for adjudication vide notification No. L-17012/23/2006-IR(M) dated 12.03.2007.

2. Whether the action of the management of New India Assurance Company Limited in terminating the services of Sri Ram Bhajan Kushwaha (workman) w.e.f. 5.5.2000 is legal and justified? If not, to what relief the workman is entitled?

3. Brief facts are that it has been alleged by the workman that he was engaged by the opposite party as a IV class employee on 03.05.74. Regional office of the opposite party like training center, stationery department, etc., Kanpur, were also taking work from him as a electrician and plumber and he was known as an electrician. There are certain vouchers on which the salary has been paid making an endorsement as salary, whereas on other vouchers they were making an endorsement i.e. labour for electrical works with the intention to defeat the claim of the claimant. His attendance was also marked on a separate sheet by the management. The opposite party was treating him as an employee so they made the disbursement of ex-gratia (bonus) for the year 1984-85 on the basis of earned wages vide voucher no. 8261. This ex-gratia bonus was stopped in the year 1988 therefore he filed a writ petition 17620/98, before the Hon'ble High Court Allahabad whereby the Hon'ble Court directed to make the payment accordingly.

4. The work which was being taken from him since 1974 was of regular nature but when he made a request for the regularization but the opposite by adopting unfair means regularized the services of some juniors viz. Sri Madan Gopal and others as mentioned in Para 7 of the claim petition. The employer became annoyed against the workman by order dated 18.06.99 passed in Civil Misc. Writ Petition No. 25343 of 99. The management did not make the payment of full salary for the month March 2000 and also did not make the payment for the Month of April 2000, upon which he raised an objection before the management. Thereupon the management did not make the payment for April 2000 and his services were orally terminated since 5/5/2000. The oral termination is being assailed by the workman on the ground that the management did not comply with the provisions of Industrial Disputes Act, 1947, inasmuch as he was neither offered any notice, notice pay or retrenchment compensation which was mandatory on the part of the management because the workman has rendered much more than 240 days of continuous service preceding 12 months from the date of his termination, as such it is a illegal retrenchment which is liable to be quashed and the workman is entitled for his reinstatement with full back wages, seniority and all consequential benefits.

5. Opposite party has filed the written statement. They have not denied his engagement since 1974 but stated that he was engaged as a contractor on contractual basis for the maintenance of electrical and plumbing work in the New India Assurance Com. Limited Regional Office, Kanpur initially at the rate Rs. 1500 per month, which was enhanced to Rs. 3000 per month w.e.f. 1.1.96. He was never appointed or employed as electrician or as plumber in the office of the opposite party. He was never in the service or on pay roll of the opposite party. The work was being taken was not of permanent nature. He has not worked on full time basis. There is no regular or sanctioned post of plumber. He was never terminated. It is known that he was also working in other places. The claim is highly belated and legally not maintainable. In such circumstances question of complying with the provisions of I.D. Act, 1947, does not arise.

6. Lastly it is stated by the management that the claim of the workman is devoid of merit and is liable to be rejected.

7. Rejoinder has also been filed by the workman but nothing new has been stated therein.

8. Claimant has filed several documents. He has filed 5 documents vide list paper no. 14/3. He has also filed 18 documents vide list 9/1. The documents are paper no. 9/2 to 9/18.

9. The opposite party did not file any documents.

10. Both the parties adduced oral evidence. Claimant adduced himself as W.W.1 Ram Bhajan Kushwaha. Opposite party has adduced M.W.1 Sri Rajender Kapoor who is Assistant Manager.

11. I have heard the documents at length and perused the whole record.

12. The short question in this case to be decided is whether the claimant was engaged by the opposite party as a contractor on contractual basis or his services were being engaged or taken as a workman since 1974 till 04.05.05.

13. It is a fact that the work was being taken from the workman as electrician and plumber for the maintenance of the Regional Office of the opposite party.

14. The claimant has stated on oath that his wages were paid as salary and not as contractual payment. The claimant has filed several papers like 6/4-6. The genuineness of paper no. 6/4-6 has been clearly admitted by the opposite party in the court. I have examined these papers. Paper no. 6/4 is a payment voucher of the year 1991. It clearly shows that there is an endorsement of payment as salary. Not only that he was paid his salary but was also paid ex-gratia bonus for the years 1984-86 on the basis of his earned wages. This amount is Rs. 2137.50 paisa and the relevant papers are 6/5-6/6 which is admitted by the opposite party. He specifically stated that his attendance

was marked on a separate copy but when the payments were made through vouchers it was written at the vouchers that the payment is being made to the workman for the whole month. These papers are 6/7-9, clearly admitted by the opposite party. The original of which has also been summoned by the workman but the opposite party did not file the same probably for the reasons that had the originals of the summoned documents would have been filed before the tribunal by the management they could have gone against them on the ground of adverse inference.

15. He has also stated that when the management stopped making payment of bonus (Ex-gratia) he approached the Hon'ble High Court, Allahabad, wherein the Hon'ble Court directed the management to make the payment of bonus but instead making payment under the direction of the Hon'ble Court started making recovery of ex-gratia bonus already paid to him. Being compelled the workman again went before the Hon'ble High Court, and the Hon'ble High Court, stayed the recovery proceedings from the workman.

16. When the salary for the Month of March 2000 was tried to be paid to him in the month of May 2000, he requested that he should also be paid salary for the month of April 2000 so he also returned the salary for the month of March 2000 to the management. The relevant papers to this effect are paper no. 9/14-9/18. When he returned the salary the management getting annoyed from him terminated his services with effect from 05.05.2000. He specifically stated on oath that since the year 1974 and till 4.5.2000 he has continuously worked for more than 240 days in each calendar year still he was neither offered any notice, notice pay or retrenchment compensation by the management at the time of dispensation of services. His continuity of service is also being proved from several documents like 14/4-14/8. These are the documents wherein the workman has demanded the information regarding his work from the management under RTI head. Paper no.14/7-8 is relevant and important document which is a reply of the opposite party wherein the opposite party has admitted that in th calendar year 1998,1999 the claimant has been paid on consolidated basis Rs. 3000 per month for the work of electrician and plumbing and for the year of 2000 he has been paid from Jan to March.

17. Therefore, there is a cogent documentary as well as oral evidence to show the continuity of work by the workman. It also shows that the work was of permanent nature. Payment of ex-gratia and endorsement on certain voucher as salary clearly shows that he was being treated as an employee who has been engaged by the opposite party.

18. Now the burden shifts on the shoulder of opposite party to prove that the workman was engaged as a contractor on contractual basis.

19. To prove this fact they could have filed any agreement if that was in existence, but no such document has been filed by the management to establish the fact that the workman is engaged as contractor on contractual basis. It is a merely saying by M.W.1, which could not be believed in the absence of any documentary evidence.

20. I have also examined the evidence of M.W.1 and W.W.1. Statement given by W.W.1 coupled with documentary evidence carries much weight and is believable where the statement of M.W.1 without any documentary evidence cannot be believed.

21. Therefore considering all the facts and circumstances of the case the tribunal is of the confirm opinion that a workman who is in the employment of the opposite party right from 1974 could not have been terminated one fine morning by the management on arbitrary and extraneous considerations without following the mandatory provisions of Industrial Disputes Act, 1947. Therefore, it is held that the termination of the services of the workman with effect from 05.05.2000 is not legal and fair.

22. Accordingly he is held to be entitled for his reinstatement in the service of the management.

23. Reference is therefore, decided in favor of workman and against the opposite party.

RAM PARKASH, Presiding Officer

नई दिल्ली, 16 मई, 2014

का.आ. 1516.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स टिंबलो प्राइवेट लिमिटेड मरगाओ के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, गोवा, पणजी के पंचाट (संदर्भ संख्या 76/98) को प्रकाशित करती है जो केन्द्रीय सरकार को 9/05/2014 को प्राप्त हुआ था।

[सं. एल-36011/1/96-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 16th May, 2014

S.O. 1516.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 76/98) of the Industrial Tribunal/Labour Court, Goa, Panaji now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Timblo Pvt. Limited, Margao and their workman, which was received by the Central Government on 9/5/2014.

[No. L-36011/1/96-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**IN THE INDUSTRIAL TRIBUNAL AND LABOUR
COURT GOVERNMENT OF GOA AT PANAJI
(BEFORE MS. BIMBA K. THALY, PRESIDING
OFFICER)**

Ref. No. IT/76/98

Shri. G.N. Gaonkar and

Shri.Rui D'Sa (since deceased)

Rep. by his legal heir

Smt. Maria Marta Colaco D'Sa(wife),

Rep. by Gen. Secretary

Mormugao Waterfront Workers Union,

P.O. Box 90,

Vasco da Gama(403802)

...Workmen/Party I

V/s

M/s . Timblo Pvt. Ltd.,

Margao – Goa(403601)

....Employer/Party II

Party I/Workmen represented by Adv. Ms S. Parab.

Party II/Employer represented by

Adv. Shri. M.S. Bandodkar.

AWARD

(Passed on 9th day of January, 2014)

By order dated 26/07/1996, bearing no.L-36011/1/96-IR(Misc.) the Central Government of Goa in exercise of powers conferred by Clause(d) of sub section (1) and sub section (2A)of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the Act) has referred the following dispute for adjudication.

- (1) "Whether the action of the management of M/s. Timblo Private Limited, P.O. Box No.34, Kadar Manjil, Margao (Goa), Pin-403 601 in re-engaging / employing w.e.f. 15.2.1990 Mr. Rui D'Sa, Foreman and Mr. G.N. Gaonkar, Tally Clerk on casual / temporary basis in compliance with Clause Seven of the settlement dated 29.1.1989 and then continuing them as casual only without regularizing their service on regular basis is justified and proper? If not, to what relief the workmen are entitled to?"
2. Records reveal that the reference was pending before the Central Government Industrial Tribunal, No.2, Mumbai however at the request of the Mormugao Waterfront Workers Union the same has been transferred to Industrial Tribunal, Goa vide order dated 4/8/98.
3. Party I has filed the claim statement. Party II has filed the written statement and Party I has thereafter filed the rejoinder.
4. It is in short the case of Party I in the claim statement that Mr. Rui D'Sa, Foreman and Mr. G.N. Gaonkar, Tally Clerk were in the employment of the employer, viz.

M/s. Mormugao Navegadora Limitada, Vasco da Gama which is the constituent of M/s. Timblo Private Limited and M/s. Panduronga Timblo Industries and it was a shipping and clearing agents for the above two employers. It is stated that the salaries, perquisites and other service benefits of the employees employed by M/s. Mormugao Navegadora Limitada were jointly shared and paid by the above two employers. It is stated that due to financial difficulties the salaries and wages of the employees of M/s. Mormugao Navegadora Limitada were not paid regularly in the year 1989 and prior to that and this was informed by M/s. Mormugao Navegadora Limitada to the Mormugao Stevedors Staff Association which was representing at that time, seven employees of M/s. Mormugao Navegadora Limitada working in the said stevedoring firm. It is stated that it was also informed that there are no prospects of improvement in the near future. It is stated that to find out the solution the management proposed that the services of the workmen at there stevedoring staff with M/s. Mormugao Navegadora Limitada be retrenched w.e.f. 15/09/1989. Though the above move was registered by Mormugao Stevedoring Staff Association under the explained circumstances, the workers and the union had no other alternative then to arrive at a settlement and accordingly the services of the seven employees were treated as terminated with effect from 16/09/89 vide settlement dated 21/09/89. It is stated that as per clause 7 of settlement dated 21/09/89 the management of M/s. Timblo Private Limited and M/s. Panduronga Timblo Industries had agreed that those of the retrenched workmen will be given first preference as and when required for their shipment. It is stated that thereafter the management of M/s. Timblo Private Limited immediately within seven days from the date of retrenchment of the seven workmen, started their business and as per clause 7 of the settlement dated 21/09/89 employed in their services two workmen viz. Shri. Rui D'Sa and Shri. G.N. Gaonkar and soon started their business of export. It is stated that the above two employees were taken on temporary basis thereby denying them all the benefits as otherwise enjoyed by the permanent staff and these two employees continued their service without brake for the subsequent years from 1989 till 1995 but on casual basis. It is stated that the statement of the management about the poor state of affairs of the company is to get rid of the two employees who were on the role of the companys for several years. It is stated that the aforesaid action of the management is patently illegal and bad in law for want of faith in the management and its submission as to the financial position of the company. It is stated that the two workmen were not taken on regular employment in view of the legal status granted to the workers under clause 7 of the agreement or under the provisions of the Act and that these two employees who have been retrenched from the services have to be given first preference for employment. Thus Party I has prayed to hold that the action of the management of Party II in

re-employed the above two employees on casual and temporary basis in terms of clause 7 of settlement dated 21/9/89 as illegal and bad in law, to hold that the action of the management in retrenching the said two workers under the guise of financial difficulties as illegal and bad in law, to hold that the action of the employer in not giving permanent status and/or regularizing the said two employees on regular basis as improper and illegal so also the action of employer in discontinuing their services from October, 1995 even on casual basis as illegal and bad in law, to hold the above two employees as regular employees w.e.f. 15/2/90 and further to hold that the said two employees are entitled to all the benefits including back wages and perquisites on the same basis as they were drawing at the time of their retrenchment as per settlement dated 21/9/89 and further to hold that the said two employees are in the regular employment of the company with continuity of service from the date of their joining the employment and to hold the retrenchment done by the employer as illegal and null and void.

5. In the written statement Party II has raised the objections on the maintainability of the reference by stating that the demands made by the employees travel beyond the terms of settlement dated 21/9/89; that Mr.Rui D'Sa is not a workman within the meaning of Section 2(s) of the Act and that Party I union has no authority to raise the dispute on behalf of the person concerned in the reference. It is further the case of Party II that in accordance with clause 7 of settlement dated 21/9/89 they gave preference to Mr. Rui D'Sa and Mr. G. N. Gaonkar to work for the company and first of such opportunity was given to them in February, 1990. It is stated that they were paid on daily wages depending upon the availability of work as and there was shipment. It is stated that these two employees have already received all the money due to them from M/s. Mormugao Navegadora Limitada by virtue to settlement dated 21/9/89 and therefore they have no right to claim anything further except any benefit of employment as per clause 7 of the said settlement. It is stated that the work of the shipment is fully on seasonal basis depending upon the export availability of the iron ore and therefore the company could not regularize their services. It is stated that as and when there was shipment of iron ore the above persons were called for work and given the work from 1990 onwards however at the beginning of the shipment season in 1995 when both of them were called for work they refused on the ground that unless they are regularized they would not attend their duties and therefore they are not prepared to work till today. It is stated that therefore the question of re-employment or regularization of services of above persons as well as the question of giving them back wages or continuity of services does not arise. It is stated that the firm M/s. Mormugao Navegadora Limitada was closed due to financial difficulties and the services of all the workmen were retrenched with effect from 15/9/89.

It is stated that the entire employment of both these employees was in accordance with clause 7 of the settlement. Thus amongst other and above ground Party II has prayed to reject the reference.

6. In the rejoinder Party I has denied the case setup by Party II in the written statement and has asserted their case setup in the claim statement.

7. In view of pleadings of both parties issues were framed by my Ld. predecessor on 31/1/97 and subsequently additional issues were framed on 13/12/99. Nevertheless the issues were then re-cast after hearing both the parties on 13/8/07 (Exb.22). Records reveal that the parties stated that they do no wish to lead additional evidence after re-cast of the issues.

8. In the course of the evidence Party I examined Shri. Rui D'Sa (since deceased), Shri.Salu Fernandes and Shri. Gurudas N. Gaonkar. On the other hand, Party II examined Shri. Martoba S. Manerkar and Shri. Anil M. Revankar.

9. Both the parties filed their written submissions. Ld. Advocate for party II besides filing written submissions, also advanced oral arguments however Ld. advocates for Party I requested to consider only her written submissions.

10. Before answering the issues, it would be worthwhile to mention that in the course of the proceedings in this reference, this court received an addendum dated 11/10/07 in the schedule of reference by incorporating additional terms of reference, reading as under.

“Whether the action of the management of M/s. Timblo Pvt. Ltd., in dropping / refusing the employment to Mr. Rui D'Sa and Mr. G. N. Gaonkar working as foreman and Tally Clerk respectively, w.e.f. 11/9/1995 is legal and justified? If not, to what relief the two workmen are entitled to?”

11. Records reveal that Party II filed writ petition in the Hon'ble High Court of Bombay at Goa and by order dated 7/8/08, the proceedings before this court in relation to addendum dated 11/10/07 were stayed by further observing that the Tribunal would be free to conclude the proceedings, which are at the stage of hearing final arguments. By subsequent order dated 21/4/10 the Hon'ble High Court of Bombay at Goa ordered continuance of the aforesaid interim order dated 7/8/08. Thus, the fact that remains is that the proceedings relating to the addendum dated 11/10/07 stand stayed and the present reference could be concluded.

12. The above sequence of events has been mentioned only to highlight the fact that the written arguments filed by the Party I are mainly restricted to the terms of reference relating to the addendum dated 11/10/07. Even otherwise, reading of these arguments make it clear that the evidence adduced before this court has been reproduced therein and no cogent and convincing reasons have been stated

therein to support the case of Party I. Since the court cannot enlarge the scope of the reference, the arguments of Party I which are beyond the scope of terms of reference, cannot be considered by this court. Ld. Advocate for Party II in this context relied on the judgment in the case of Suresh Chandra V/s. General Manager, Rajasthan State Bridge and Constructions Corporation 2002 (94) FLR 843, in which it is observed that Labour Court lacks competence to correct/modify/amend/alter the terms of reference and if it does so the award becomes nullity being without jurisdiction. He also relied on the judgment in the case of Hanjar Cinema V/s. General Mazdoor Sangh and Ors. 2013 III CLR 153, in which it is held that the terms of reference u/s. 10(1) of the Act, cannot be bye-passed or expanded by the Industrial Tribunal or Labour Court, which has to attend the dispute, referred to it, within the terms and wording of the reference only.

13. I am now reproducing the issues re-cast by my Ld. predecessor vide Exb.22 dated 13/8/07, along with their findings and reasons thereof.

Sr. No.	Issues	Findings
1.	Whether the Party I Rui D'Sa is a workman as defined under section 2(s) of the Industrial Disputes Act, 1947?	Positive
2.	Whether the union has locus standi to raise dispute on behalf of the workmen?	Positive.
3.	Whether the action of the management in re-engaging/employing the workmen Rui D'Sa, Foreman and G. N. Gaonkar, Tally-Clerk on Casual / Temporary basis in compliance with clause 7 of settlement dated 21/9/1989 with effect from 15/2/1990 is justified and proper?	Positive.
4.	Whether the action of the management in re-engaging / employing the workmen in compliance with clause 7 of the settlement dated 21/9/1989 with effect from 15/2/90 without regularizing their services is justified and proper?	Positive.
5.	Whether the workmen / Party I are entitled to the reliefs?	Negative
6.	What Award?	As per order below

REASONS

14. Issue No. 1 :

Shri. Rui D'Sa has stated the duties performed by him in his chief examination which are that as a foreman he was reporting for duty at 7:00 a.m. and thereafter he was moving round the port and getting the information about the number of barges of Party II coming to the court for unloading; that he was preparing a report about the port position at berth No.9 in respect of barges / steamers, that he was preparing a list of barges of Party II which arrived for unloading and which were to be loaded and that as per this list the controlling power used to call him and direct him to get the barges unloaded. He has also stated that he used to remain at the stack point and see the unloading of the barge and note the timings of this process and then he used to prepare a report and submit it to Party II. He has stated that he was also going to the transhippers for the purpose of loading the iron ore and was getting the spillage loaded in the truck and transport it to the property of Party II. He has stated that he was preparing a report giving the details of the tonnage of the spillage and also the number of the trucks by which the spillage was transported and giving the same to the Party II. He has stated that he has also worked as booking clerk for sending the staff on ship and was giving instructions to Mr. G.N. Gaonkar, the Tally Clerk. He has stated that he was not sanctioning his leave nor was he recommending his leave. In his cross-examination the above duties stated by Shri. Rui D'Sa as performed by him, are not denied but it is brought on record that Mr.Gaonkar was preparing the report as to how many barges are unloaded so also he was doing the work of tying the barge with a rope and bringing the same to the berth and was also writing the barge log sheet.

15. Shri Salu Fernandes in his chief examination has not stated anything specific about the states of Shri Rui Fernandes. However, in his cross-examination, Mr. Salu Fernandes has stated that the workers who are parties to this reference are doing manual work and that both Rui D'Sa and Mr. Gaonkar were involved in the work of stewarding and shippers, clearing and forwarding.

16. Shri. G.N. Gaonkar has stated that he and Shri. Rui D'Sa were employed with Party II as casual and daily wage employees. In his cross examination Shri. Gaonkar has denied the suggestion that Mr. Rui D'Sa, the Foreman used to supervise the work of Tally Clerk. He has stated that the Foreman used to mark the attendance of labourers and fixed their daily wages and company used to pay the wages as per the rates fixed by the Foreman. He has stated that companies Manager Mr.Revankar used to come at the site of the spillage, as and when required and that he and Rui D'Sa used to give the information to the office regarding how much work was done by the labourers of the contractor and as per their report Mr.Revankar used to pay the contractors. He has denied the suggestion that

only the Foreman used to supervise the work of Tally Clerk and the work done at the site of spillage.

17. From the nature of above evidence it becomes clear that the overall control including that of supervision was by Mr. Revankar though Mr. Rui D'Sa along with Mr. Gaonkar used to be at the site to look after the work. Thus it is clear that the nature of work which was being performed by Shri. Rui D'Sa was manual and unskilled. Thus Party I has proved by way of convincing evidence that Shri. Rui D'Sa is a workman as defined u/s 2(s) of the Act. Even for that matter no evidence to indicate that Shri. Rui D'Sa does not fall in the category of workman as required by section 2(s) of the Act is adduced by Party II and therefore in my view this issue deserves to be answered in the positive. Hence my findings.

18. Issue No. 2 :

It is apparent from the evidence on record and more particularly the statement made by Shri. Rui D'Sa in his cross-examination that their dispute was first raised by Goa Port and Dock Employees Union. He has produced the copy of the letter dated 21/7/95 written by Goa Port and Dock Employees Union to ALC, Vasco da Gama, raising the dispute at Exb.W2. He has stated that at the time of signing the settlement dated 21/9/89, he was the member of Mormugao Stevedoring Staff Association and that he became the member of Goa Port and Dock Employees Union in the year 1991. He has stated that the dispute, which was raised by Mormugao Port and Dock Employees Union, was continued by Mormugao Waterfront Workers. The above statements made by Shri. Rui D'Sa are not seriously disputed in his cross examination though a mere suggestion has been put to him that Mormugao Waterfront Workers Union had no authority to raise the dispute on their behalf.

19. Shri. Salu Fernandes has also stated that the dispute was initially raised by Goa Port and Dock Employees Union at which time both Shri. Rui D'Sa and Shri. G. N. Gaonkar were the members of this union. He has stated that subsequently both these persons joined Mormugao Waterfront Workers Union and by letter dated 20/10/95 he as the Vice President of the Mormugao Waterfront Workers Union informed ALC (Central) that the said two workers had joined their union and he has produced this letter at Exb.W4. He has also produced the copies of membership receipts of both these workers at Exb.W5 colly and Exb.W6 colly and the membership register of their union for the year ending 31/12/95 at Exb.W7 on which name of Rui D'Sa figures at serial No.726 and that of G.N. Gaonkar at serial No. 727. He has produced copy of membership register for the year ending 31/12/96 at Exb.W8 on which the name of Rui D'Sa figures at serial no.635 and that of G. N. Gaonkar at serial no.636. He has also stated that both the above workmen continued to be the members of their union; that they have accepted the representation of

their union and have signed the letter at Exb.W4 to that effect. In his cross-examination, Shri. Salu Fernandes has stated that he does not remember whether both the above workers had produced any letter stating that they had resigned from the membership of Goa Port and Dock Employees Union but has denied the suggestion that both of them are not the members of their union.

20. It may be mentioned here that the documentary evidence produced on record by Shri. Salu Fernandes is clear enough to indicate that the present dispute which was initially raised by Goa Port and Dock Employees Union was continued by Mormugao Waterfront Workers Union. Even otherwise, Shri. Martoba Manerkar in para 19 of his affidavit in evidence has asserted the fact that though the original dispute was raised by Port and Dock Workers Union, subsequently the Mormugao Waterfront Workers Union started representing. It is pertinent to note that Shri. Martoba Manerkar has produced the copy of failure report dated 9/2/96 submitted by ALC, Vasco to the Central Government at Exb.W4 and it is apparent that no any objection on the subject of taking over of dispute by Mormugao Waterfront Workers Union from Port and Dock Workers Union is raised by Party II before ALC Vasco. Even for that matter, in the written arguments filed by Party II as also in his oral arguments Ld. Advocate for Party II did not agitate this issue and hence the same is answered in the positive.

21. Issue No. 3 and 4:

Both these issues are answered together as they are interlinked and can be discussed on the basis of common evidence.

22. Before advertiring myself to the discussion on these issues, it is worthwhile looking into the nature of schedule to the terms of the reference which is twofold as it firstly requires this Tribunal to adjudicate on the subject as to whether the action of Party II in re-engaging / re-employing both these workers w.e.f. 15/02/90 on casual / temporary basis in compliance with clause 7 of the settlement dated 21/9/89 is justified and proper and secondly it requires this Tribunal to adjudicate if the act of Party II in continuing them as casual without regularizing their services is justified and proper.

23. In his evidence Shri. Rui D' Sa has stated that he was employed with M/s. Mormugao Navegadora Limitada which is constituent of M/s. Timblo Private Limited and M/s. Pandurang Timblo Industries carrying on the business of shipping and clearing agents of the above two employers. He has stated that their salaries, perquisites and other service benefits were being jointly shared by the above two respective employers but in the year 1989 these employers could not meet their obligations of payment of staff salaries and other benefits which fact was informed to them through their union and to find out the solution in the aforementioned financial crises, the

management proposed to retrench the services of all the employees employed in M/s. Mormugao Navegadora Limitada from 15/09/1989. He has stated that the above offer was resisted by their union but as the management informed their union that there were no prospects of improvement in near future and also impossibility of any improvement of business in future, the union was left with no other alternative than to arrive at a settlement and accordingly he along with six other employees were treated as retrenched w.e.f. 16/09/1989 though the agreement was signed on 21/9/1989. This agreement is at Annexure 'B' / Exb.E1 and the same is in between the management of M/s. Mormugao Navegadora Limitada and Mormugao Stevedores Staff Association. He has stated that clause 7 of this agreement stipulates that the management of M/s. Timblo Pvt. Ltd., and M/s. Pandurang Timblo Industries agreed to give first preference for employment to the retrenched workmen as and when the staff is required for their shipment work. He has stated that the business of shipment of iron ore by Party II started within seven days of signing of the agreement at Annexure 'B' / Exb. E1 and he and Shri. G.N. Gaonkar were immediately employed in the services by Party II as per clause 7 of the agreement.

24. In his cross-examination the letter dated 21/7/95 written by Goa Port and Dock Employees Union, raising the dispute before ALC, Vasco da Gama is brought on record as Exb.W2. Shri.Rui D'Sa has further stated in his cross examination that he does not know if it is stated in Exb.W2 that clause 7 of the settlement at Annexure B / Exb.E1 has not been implemented and that the dispute was regarding the non-implementation of the said clause. He has however stated that he has signed the settlement at Annexure B / Exb.E1 and that he does not know the contents of clause 7 of the above settlement because he was not allowed to read the same. He has stated that he was paid the amount as mentioned in the said settlement.

25. Perusal of Exb.W2 reveals that no grievance is made in it regarding non-implementation of clause 7 of the settlement at Annexure B / Exb.E1 and what appears from this letter is that the grievance of the Goa Port and Dock Employees Union was that the management of Party II has utilized the services of both these employees on temporary basis thereby denying them any benefit as otherwise enjoyed by the permanent staff. By this letter President of Goa Port and Dock Workers Union has appealed to the Asstt. Labour Commissioner to intervene in the matter and direct the management to regularize the services of both these employees. It is therefore clear from the contents of Exb.W2 that there is nothing in it indicating non-compliance of clause 7 of Annexure B / Exb.E1, which restricts only to the limited aspect of giving first preference to the retrenched workers for employment as and when required for shipment by Party II and Pandurang Timblo Industries.

26. It may be mentioned here that though Mr. Rui D'Sa has stated that he was not allowed to read the settlement before signing the same but he has further stated in his cross examination that he did not lodge any complaint with the union, with ALC(Central) Vasco, with Goa Port and Dock Employees Union or with Mormugao Waterfront Employees Union for not allowing him the read the settlement before signing the same. He has however feigned ignorance on the subject, if he has stated in his affidavit that union had not allowed him to read clause 7 of the settlement. It is therefore clear from the nature of above statements of Mr. Rui D'Sa that his statement that he was not allowed to read the settlement before signing the same cannot at all be believed and on the contrary reading of para 8 of his affidavit wherein he has referred to the contents of clause 7 of the settlement makes it clear beyond doubt that Shri. Rui D'Sa was very much aware of the contents of clause 7 of Annexure B / Exb.E1, which are restricted to the agreement between parties to this settlement giving first preference for employment to the retrenched workers, as and when required for shipment by Party II and Pandurang Timblo Industries.

27. It may be mentioned here that Shri. Rui D'Sa has admitted in his cross examination that he was being called whenever the programme of loading and unloading, shipment and spillage was fixed by Party II and that he worked with Party II till September, 1995, which means that Party II was employing these workers as and when required for shipment, in terms of clause 7 of Annexure B/Exb.E1.

28. Be that as it may Shri. G. N. Gaonkar has in his cross-examination made it clear that he knows terms of settlement at Annexure B / Exb.E1. He has also stated that dispute was regarding non-implementation of clause 7 of Annexure B / Exb.E1. He has stated that in clause 7 of this settlement there is no mention of salary to be paid to them by Party II and M/s. Pandurang Timblo Industries. He has further admitted that said clause 7 does not mention about regularization of their services with Party II or with Pandurang Timblo Industries. He has also made it clear that he has approached the Tribunal because of non-implementation of clause 7 of the settlement dated 21/9/89 though he has denied the suggestion that Party II has fully implemented the settlement dated 21/9/89.

29. Nevertheless, what is apparent from the testimonies of Shri. Rui D'Sa and Shri.G.N. Gaonkar is that after they were retrenched, Party II employed them in terms of clause 7 of Annexure B / Exb.E1. Thus, it would not be proper to challenge the action of Party II in re-engaging / employing Mr. Rui D'Sa and Mr.G.N. Gaonkar in compliance with clause 7 of Annexure B / Exb.E1. This is because said clause 7 nowhere states as to under what designation or under what terms of contract, the retrenched workmen would be employed by Party II and Pandurang Timblo

Industries. In this context cross examination of Shri. Martoba Manerkar gains significance wherein he has categorically stated that it is not specifically mentioned in the settlement that the retrenched workers will be employed as casual or temporary workers but it is mentioned that they will be employed as and when required for shipment and this statement is not denied by Party I by contending otherwise.

30. It would be worthwhile mentioning at this stage that Shri Salu Fernandes has in his affidavit (para 6) stated that the facts submitted by the management at the time of signing settlement and retrenching the workmen was malafidely intended cunning device to get rid of permanent employees including the two workmen to this reference, which is illegal and bad in law. I have already pointed out in the preceding discussion that this court cannot travel beyond the terms of reference. The above statements made by Shri Salu Fernandes are infact a challenge to the contents of the settlement at Annexure B/Exb. E1. Scheduled to the terms of reference sent to this court for adjudication is not throwing challenge to the contents of Annexure B/Exb. E1. Thus, above grievance made by Shri Salu Fernandes cannot be agitated in this reference. That apart, in his cross examination Shri. Salu Fernandes has admitted that the relief sought in this reference is based on clause 7 of Annexure B / Exb. E1 and being so it is not open to this court to verify the correctness of the contents of Annexure B/Exb. E1 while adjudicating this reference. It is therefore clear from the above discussion that the action of Party II in reengaging/ reemploying both the workers to this reference in compliance with Clause 7 of Annexure B/Exb. E-1 is justified and proper.

31. Now coming to the second part of the grievance of Party I, which is on the subject of continuing them as casual without regularizing their services, Shri Rui D'Sa has stated in his cross-examination that he was paid the amount as mentioned in the Annexure B / Exb. E1. There is no allegation made by Party I that the settlement at Annexure B/Exb. E1 was entered into by force, coercion or by fraud. Undoubtedly, and as pointed out by me above, clause 7 of this settlement does not speak about the permanency / regularization and it only states about giving employment to the retrenched workers. Even for that matter, as rightly pointed out by the Ld. Advocate for Party II for the purpose of making them permanent or for regularizing them, the workers are required to show that there is obligation on the part of the company by way of settlement or otherwise to regularize or make workers permanent after working continuously for certain months or years. The workers are also required to show that there exists any vacancy for them to contend that company has to make permanent or regularize their services. In support of above submissions, Ld. Advocate for Party II relied on the judgment in the case of Hindustan Engg. Genl. Mazdoor Union v/s. All India Council for Technical Edu. and Ors.

2013 LLR 748, in which casually employed employees but performing job of regular employees claimed regularization and it is held that court should not pass orders to continue employment of such irregularly employed persons because it will result in stoppage of recruitment through regular appointment procedure. In my considered opinion, the observations above, squarely apply to the situation under consideration. Ld. adv. for Party II also relied on the judgment in the case of The Chairman /Director, National Bureau of Plants Genetics Resources, New Delhi and another V/s Shobha M. Dhore & another 2013(5) LLN 164(Bom.) in which case reference was made to the Tribunal to adjudicate illegal termination of worker and the Tribunal while setting aside the order of termination ordered for regularization of service. It is in such situation held that the order regularizing the service was beyond the scope of reference as it is in violation of Sec.10(4) of the Act. By referring to this judgment Ld. adv. for Party II made it clear that since in the instant case the schedule to the terms of reference is mainly restricted to the claim for regularization by workers, this court has no jurisdiction to look into the aspect of termination of services of the workmen.

32. In his arguments Ld. Advocate for Party II by referring to clause 7 of the settlement at Annexure B / Exb. E1 submitted that in terms of this clause preference was to be given as and when required for shipment by Party II and Pandurang Timblo Industries meaning thereby that both the above companies were required to give preference to the retrenched workers but only Party II has complied with said clause 7. It is brought on record in the cross examination of Shri.G. N. Gaonkar that clause 7 of the settlement at Annexure B / Exb. E1 was binding on Party II as well as Pandurang Timblo Industries. He has stated that they were given work by Party II as per clause 7 of the above settlement and that M/s. Pandurang Timblo Industries are not the parties to this reference.

33. No doubt, in terms of clause 7 of the settlement at Annexure B/Exb. E1, both Party II as well as M/s. Pandurang Timblo Industries were required to give preference to the retrenched workers but only Party II had employed the workers to this reference, after their retrenchment, however it is seen that Party II has not taken any plea in the written statement stating that it was also for M/s. Pandurang Timblo Industries to have employed the retrenched workers in terms of clause 7 of the settlement at Annexure B / Exb. E1 . Thus, it is not open for Party II to agitate the above defense in the course of the evidence or in their arguments. Nevertheless, the present dispute arose because the workmen to this reference were employed by Party II as per clause 7 of the settlement at Annexure B/Exb. E1 w.e.f. 15/2/90 and it was their grievance that they ought to have been regularized in their service by Party II. Being so the question of joinder of M/s. Pandurang Timblo Industries to the present reference

does not arise and doing so or rejecting the reference on the grounds of misjoinder of Party would amount to answering this reference by traveling beyond the terms of reference, which is not permissible.

34. Shri Rui D'Sa has stated that when he was working with Party II there was no work for him for about one or two days in a month and that the work of export was almost there every day. He has denied the suggestion that his statement that he did not have work for one or two days in a month is false.

35. However in his cross-examination Shri. G.N. Gaonkar has stated that they were not given appointment letters by Party II; that the manager of the Party II used to send a note to them at their residence calling for work and that whenever there was work they used to receive note from the manager and accordingly go for work. He has stated that this practice was in force till they worked with Party II.

36. Thus, what appears from the statements of both the above witnesses is that the employment to the workers in this reference was not regular. Ld. Advocate for Party II relied on the judgment in the case of General Secretary, Van Shramik Sangh, Sangali v/s. Director, Social Forestry, Maharashtra State, Pune and Ors., 2009 1 CLR 309, in which it is held that mere continuance of temporary employee, casual or daily wager does not entitle him to claim permanency or regularization in service. He also relied on the judgment in the case of Mahboob Deepak v/s. Nagar Panchayat Gajraula 2007 LLR 117, in which it is observed that merely because an employee has completed 240 days of work in a preceding year from the date of retrenchment, the same does not mean that his services are liable to be regularized.

37. It deserves to be noted that in the present reference regularization in services is claimed not because the workman have completed 240 days of work in the year preceding the date of termination and for their illegal termination but the same is claimed in terms of clause 7 of the settlement at Annexure B / Exb. E1. Thus, strictly speaking the ratio in the case of Mehboob Deepak (supra) cannot be made applicable to the instant case.

38. Party I in his written submission has relied upon the judgment in the case of General Labour Union (Red Flag) Bombay V/s. B.V. Chavan and Ors. 1985 AIR 297. Reading of this judgment makes it clear that the issue involved in the same was to find out whether the establishment therein was closed or if there was lock out. I have gone through this judgment and have noticed that the facts in it are totally different from the facts in the instant case, so much

so that the issue involved therein was also to find out whether the employers have committed unfair labour practice by imposing and continuing a lockout as provided under item 6 of schedule II of the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971. Thus, to my mind, the ratio in this case cannot be applied while deciding the reference under consideration. Party I has also relied upon the judgment in the case of Bhartiya Kovai Mavatta Podhu Thozhilalar Sangam v/s. The Management of Universal Radiators Ltd. (in W.P. Nos.17458, 21236 of 2001 and 23830 of 2003) (Madras H.C.) the observations in which are on the subject of demand of management to grant permission to retrench 31 workmen in their establishment. It is observed in this judgment that when there is functional integrity between the various units of the management, it is not open to the management to retrench workmen from a particular unit without justifiable cause. It may be mentioned here that the facts in the above case are totally different from the facts in the case in hand and thus the observations in this judgment cannot be imported in the case in hand.

39. Nonetheless, since the discussion in issue no. 3 and 4 make it clear that no case for granting relief as prayed for by Party I is made out, both these issues i.e. no. 3 and 4 are answered in the positive. Hence my findings.

40. Issue No. 5

In view of discussion supra, the workmen / Party I are not entitled to any relief.

41. Hence the following

ORDER

1. It is hereby held that the action of the management of M/s. Timblo Private Limited, P.O. Box No. 34, Kadar Manjil, Margao (Goa), Pin-403 601 in re-engaging / employing w.e.f. 15.2.1990 Mr. Rui D'Sa, Foreman and Mr. G.N. Gaonkar, Tally Clerk on casual / temporary basis in compliance with Clause Seven of the settlement dated 29.1.1989 and then continuing them as casual only without regularizing their service on regular basis is justified and proper.
2. Mr. Rui D'Sa, Foreman (since deceased represented by L.R.) and Mr. G.N. Gaonkar, Tally Clerk are therefore not entitled to any relief.
3. No order as to costs.

B. K. THALY, Presiding Officer

Place : Panaji

Dated : 9/1/2014